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Modern Awards User Experience Research

Report

Accreditations

Wallis Market and Social Research achieved accreditation to the International Standard ISO20252 in September 2007. The Company is committed to maintaining administrative and operational procedures which comply with these accreditation requirements and to improving its performance in all aspects of the service it delivers to its customers.

In 2020 Wallis sought and attained certification to ISO 27001. This is the highest standard for information and data security. Wallis made the strategic decision to become certified to ISO 27001 because we recognise the absolute necessity for our clients to be assured that their data is secure. Wallis is one of the first research companies in Australia to achieve certification to this standard.

Wallis is an active participant in the market research industry, with senior staff making significant contributions to the Research Society (TRS) and the Association of Market and Social Research Organisations (AMSRO). As such we actively pursue the ethical objectives of the industry.

In addition to having attained the highest Industry accreditation, Wallis also participates in the Australian Achiever Awards, which recognises the customer service excellence of Australian companies. The Company has been awarded a high commendation every year since the inception of these awards in 1999.

Wallis is an acknowledged leader in data protection and privacy. Our system is regularly subjected to external penetration testing and we are a Privacy Awareness Week supporter – committed to sharing our knowledge with others.

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A note to readers on the interpretation of qualitative findings

In the results which follow the reader is reminded that qualitative research seeks to develop insight and direction rather than provide absolute measures.

Given the sample sizes, the special recruitment methods adopted and the objectives of the study, it should be understood that qualitative research work is exploratory in nature.

There are no statistical degrees of confidence in qualitative findings and they are not necessarily representative of the broader population.

Qualitative findings should therefore be viewed as a frame of reference and indicative in their nature.

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Executive Summary

The Fair Work Commission (FWC) commenced re-drafting modern awards in 2015 with the objective to make awards easier to understand and communicate what people are looking for, whilst not changing the legal effect. This research aimed to provide insights about the outcome and impacts of the FWC's plain language initiatives, as well as exploring opportunities to improve the usability of awards that are intended to be redrafted.

Methodology

Wallis conducted in-depth interviews and focus groups with employees and employers covered by awards that have been re-drafted or are intended to be re-drafted. Fieldwork was conducted 14th December 2020 to 17th of February 2021, with a total of n=29 in-depth interviews and n=5 focus groups being completed. Participants came from a range of industries.

Participant experience with awards

Overall, the majority of employer participants were confident in their use of awards. However, some admitted that they would probably like to be more confident.

Most employee participants reported that they were confident they could find the award information that they needed on the internet, although many had never had to find award information themselves. Some employees trusted their employer to do the right thing by them and reported that their employer was their most reliable source of information about their employment terms and conditions, including the award that covers them.

Key findings

Structure and language:

- Participants appreciated the simplified, less legalistic, language.

- The revised structure, although not always spontaneously noticed, was generally considered to be more logical and easier to navigate.

Notes, examples and tables:

- Tables were universally appreciated for their clarity and easiness to locate as well as share.

- Examples were generally positively received for their explanatory utility.

  o Recommendations are made on how they should be displayed in order not to harm document flow or add too much to document length.

- Notes require careful optimisation if they are to add clarity without adding further confusion.

Technology and referencing:

- Most participants welcome the use of technology to enhance the UX of the document.

- Expanding text and hover text were both well received as concepts.

- The use of cross referencing and hyperlinks needs to be used judiciously, otherwise they can make the document more difficult to read.

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1   Introduction

1.1   Background and objectives

The FWC commenced re-drafting modern awards with a plain language pilot in 2015. Wallis undertook user-testing with employers and employees covered by the Pharmacy Industry Award to inform the pilot findings and development of drafting guidelines. The objectives of plain language re-drafting are to make awards more accessible and easier to understand and communicate what people are looking for, whilst not changing the legal effect.

This research aims to provide insights about the outcome and impacts of the Commission's plain language initiatives, as well as exploring opportunities to improve the usability of awards that are intended to be redrafted. The overarching objectives of this research are listed below, and the detailed objectives of the research are displayed in Figure 1.

- Review and test the awards that have been fully redrafted to understand if, and how, these changes have improved accessibility and understanding for employees and employers

- Examine awards that are scheduled to be re-drafted to identify areas for improvement for employees and employers

- Explore the accessibility of the award, including possible technological solutions, as well as the ease of understanding and comprehension.

Table 1   Detailed objectives

Overall categories	To determine whether redrafting…	Chapter
Structure and language	o Assists with locating information by changing the sequence of clauses to a more logical order. o Makes information easier to locate by batching clauses into relevant "parts". o Makes it easier to locate information through the more consistent and intuitive naming of "parts". o Enhances comprehension of obligations and entitlements by breaking up dense paragraphs/blocks of text. o Enhances comprehension by placing related content together within the clause. o Enhances comprehension by changing language to adopt more familiar terms.	2
Notes, examples, and tables	o Makes information easier to comprehend by presenting content in tables. o Makes information more accessible where users do not need to calculate hourly rates for penalty rates by adding columns of hourly rates for minimum wage and overtime and penalty rates. o Clarifies the classification of employee the clause applies to. o Improves comprehension of obligations and entitlements through inclusion of notes. o Enhances comprehension of obligations and entitlements by adding examples.	3
Technology and referencing	o Enhances comprehension through use of direct references with the aim of ensuring precision and completeness. o Enhances usability of awards and navigation by adding hyperlinks to related provisions within the award and to external sources.	4

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1.2   Methodology

Wallis conducted in-depth interviews and focus groups with employees and employers covered by awards that have been re-drafted (in full, or to standard/common clauses) or are intended to be re-drafted. Fieldwork was conducted 14th December 2020 to 17th of February 2021, with a total of n=29 in-depth interviews and n=5 focus groups being completed. A snapshot of the fieldwork conducted as part of this research can be found in Table 2 below.

It is important to note that qualitative research is exploratory in nature and seeks to develop insight rather than providing absolute measures. Given the sample size and objectives of the study, qualitative findings are not necessary representative of the broader population and therefore should be viewed as a frame of reference and indicative in their nature.

Table 2   **Overview of research fieldwork**

		In-depth Interviews		Focus Groups	
Group		**Employers**	**Employees**	**Employers**	**Employees**
	Award	*n= 17*	*n=12*	*n=3*	*n=2*
	Pharmacy	8			1
	Hospitality/Clerks	3			
	Manufacturing			1	
	Vehicle Manufacturing, Repair, Services and Retail	3			
	Building and construction	3	9		
	SCHADS, Aged Care, Children's Services'		3	1	
	Mix of awards			1	1

Discussion guide

All interviews utilised a discussion guide that was developed to test the objectives outlined by the Commission for the plain language re-drafting process and included the following points:

▶ Familiarity with the award and where participants obtain information about conditions of employment

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▶ Experience seeking information from the award and how accessible it was

▶ Confidence in understanding and interpreting the award

▶ Comparing original and redrafted award clauses side-by-side

▶ Solutions to improve accessibility and comprehension

▶ Overall reaction to the redrafted award clauses and if/how it helps them access and understand information from the award

Fieldwork

All fieldwork was conducted via Microsoft Teams, with in-depth interviews taking an average of 45 minutes and groups an average of 60 minutes. All participants were asked to complete a pre-interview task that involved reading 2-3 "current" and "previous" award clauses and marking-up their observations and comments about the differences. This pre-interview task was completed and returned prior to the interview to ensure participants were familiar with the award content that was being tested. All participants were offered an eGift Card as an incentive for taking part in the research and completing their homework task.

Along with reading and commenting on the re-drafted clauses prior to the interview, participants were also shown the previous award and redrafted award clauses side-by-side during the interview and focus groups. These mock-ups were displayed on a shared screen and prompted conversation about changes and detailed aspects of the two versions that are intended to have the same legal effect. The moderator shared these documents and was able to engage participants by highlighting different aspects of the plain language version.

The user-testing was conducted by social research professionals who do not have legal qualifications, as such the user-testing exercise is not based on objective measures of levels of understanding or accuracy of interpretation among participants. The findings regarding participants' understanding of the award are based on reviewing the original and re-drafted award clauses and providing observations, opinions and explaining how they felt engaging with the material, such as levels of confidence identifying and interpretating their obligations and entitlements based on the two versions. Views were often expressed as preferences, as participants cited features of the re-drafted award that they preferred over the original clauses. Participants also identified potential further improvements. These ideas and opinions did not take into consideration if they would change the legal effect, or not.

Some feedback was generated on the interpretations of the provisions in terms of where the re-drafted award comprised different entitlements to the original version. Probing questions were used to understand how participants had interpretated the clauses; however, comprehension was not measured in terms of testing how the provisions should operate, just whether the current award and re-draft appeared to have the same or different (legal) effect.

Recruitment and research sample characteristics

To ensure total control of the sample and timing, all recruitment was managed and conducted in-house using Wallis' team of qualitative recruiters. Wallis recruited Pharmacy Industry Award users from a sample list of pharmacy employers that engaged in the 2016 iteration of the plain language user testing research undertaken by Wallis.

The sample of participants who were not covered by the Pharmacy Industry Award were sourced from a commercial listing of businesses and consumers. In order to contact employees, employers were selected

from this listing, and permission was requested to invite their employees to participate. The research sample comprised proficient English speakers and readers only.

In qualitative research, every attempt is made to provide a cross section of participants. In this research, there were drop-outs of participants, particularly with employees, and more specifically within the building and construction industry. While this could be due to several factors, some identified barriers were scheduling around employees work hours, as well as the burden of completing the homework task prior to the interview or focus group.

Due to the nature of the research, many employers who took part were highly engaged with the award and were happy to provide feedback. The research sample may not reflect employers who have a lower levels of confident and interest in this subject matter who would likely prefer to avoid a situation where the need to talk about something they should know.

Overall, the research participants may be more representative of employers who are engaged with the award; than those who rely strongly or completely on advice from others to meet their employment obligations. The employee participants may be more representative of users with lower engagement and existing knowledge of award conditions.

Characteristics and experience of research participants with modern awards

To provide some contextual setting to the in-depth interviews and groups, participants were asked about their experience interacting with the award and the ways in which they typically engage with it. The research participants had varying levels of experience and direct interactions with their award(s). Many employer participants indicated they were very knowledgeable and were participating in the research because they wanted to give feedback on their experience with the award. Others were less knowledgeable, but similarly were participating to provide feedback that they hoped could assist with making the award, and award system more broadly, easier for users.

Verbatim comments below illustrate some reasons surrounding confidence using and interacting with the award.

▶▶ *"You don't want to make a mistake…the longer you are in business the more you understand and get to know the award. It is complicated but you still have to understand it."*

▶▶ *There are just too many awards. And the awards have so many aspects that are so different that it is just too difficult to find the right one. And how do I find out about changes to a specific award? It is all overwhelming.*

Overall, employers had more involvement and had more frequent engagement with the award than the employee participants. Employers tended to rely on their industry associations and accountants, or look up information for themselves on the internet. Many employer participants felt very knowledgeable about the award, and for some the award system more broadly.

Most employee participants did not know the (full/correct) name of the award that covered them and the employment conditions it sets out. When exploring how participants accessed the award, most employee participants reported that they were

confident they could find the award information even though many had never looked up an award. Many reported that they would go use the Internet (e.g. Google search). Others said they would go to their boss for information on their award (entitlements). This reflected how often they looked at the award and their overall concern for their employees.

TRUST

Some employee participants completely trusted their employer. They felt that there was nothing to look for because their employer had their back.

FEAR

At the same time, some employees were aware of problems with under-paying in the hospitality industry. For them, there was a possible fear of finding out something that they didn't want to know: "After what has happened recently, I know that I should probably give my award a closer look. I know that would be the right thing to do but I haven't done anything." There was almost a fear of finding something wrong because they didn't want to 'rock the boat' and they preferred trusting their boss.

EFFORT

Also, it was considered an effort to look up the award and only something they would need to do if there was an issue. As long as they were happy, it didn't seem to justify the work. If there were no problems, then there was no reason to 'fix' it.

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2 Structure and language

2.1 Structure of Award Documents

The structure and sequence of the award document(s) has been changed to reflect the sequence of the employment relationship, from hiring through to the end of employment with the aim of assisting users in locating information. When asked to give feedback on the restructuring of the award document, participants were generally positive and preferred the redrafted structure when comparing the two. Themes and common feedback that emerged across different award users are presented below.

Ordering of content

On first impression, participants thought the redrafted structure looked tidier and more comprehensive. Structural changes to the award content were not always instantly identified by participants. However, once they noticed, participants reported that the updated structure made more sense and many felt that it did not "jump around as much". The reordering of the content to a more logical sequence was recognised and praised by participants, as it meant they could easily identify the information they were looking for. Generally, the changes all seemed logical, and employees and employers felt it would be easier to locate the information they were looking for.

> ◣◣ *It makes sense in that the things the employees are most likely to be interested in are first.*

> ◣◣ *It is like they are walking you through a job. It is itemised correctly.*

Grouping and naming of clauses

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The grouping of the clauses was not immediately noticed by participants. However, when prompted to examine the text more closely clearly, many expressed that they preferred the new groupings of the different parts. The batching of different clauses into more relevant parts helped when attempting to identify which clause they were after. For example, breaking up termination and types of employment into separate parts was recognised as a positive improvement to the structure, as comparable items were grouped together more logically.

> ▶▶ *This looks a lot easier - if I was chasing something up in my award, I could easily select which part I am looking for, rather than reading 16 pages of irrelevant information*

Participants communicated that the use of more subheadings in the redrafted structure was appreciated, as it made it easier to scan the document and identify what they needed, making them feel more confident when using the award. Similarly, the changes to the name of the parts and clauses to more "everyday" language was valued, as subheadings such as "commencement and transitional" were difficult to understand in the previous structure.

When displaying the restructured award structure to those who operated under a mix of awards, all users agreed that the parts and subclauses were clear and categorised more logically, indicating that the renaming and restructuring was consistently preferred across award groups.

Although feedback was largely positive, some identified that the redrafted award structure was longer than the previous version. However, regardless of the structure taking longer to read, the increased detail and easily read format meant that participants felt more confident finding what they needed and believed that they could identify what they were seeking without difficulty.

> ▶▶ *They got rid of some of the stuff they probably didn't need*
>
> ▶▶ *If it's easier to understand and easier to navigate to, then the extra length doesn't bother you.*
>
> ▶▶ *As it is laid out [in the redrafted award] it covers everything you would need to look for as an employee and is itemised correctly*

INSIGHT

Employees and employers both appreciated the logical order of the redrafted award document. Despite the document being longer, the additional parts and logical grouping meant it was more straightforward and easily navigated by users.

2.2   Language, Format, Length and Style

Language and comprehension

Replacing jargon and legalistic language with familiar and modern expressions was positively received across all award users. On first impressions, the redrafted clauses were simpler than participants anticipated, as many expected to be confronted with complex and legalistic language. Although not

immediately obvious to all participants, many appreciated that the language used was simplified and more "everyday", as well as the use of shorter and more concise sentences.

> ▶▶ *They should let employees know that it is easy to understand. Many people would avoid it because they would think it would be difficult.*

> ▶▶ *Yes, people should probably read it when they first start their job, but it is just too big. Now that it was easier to read, more people should read it.*

The removal of outdated and ambiguous phrases from the previous award was valued, such as changing "rest pause" to "break". Another example is changing "Expenses incurred in the course of employment" to "Allowances" in the Hospitality award. However, some existing terms were still deemed unnecessary, such as the use of "irregular, sporadic and unpredictable" in the "Consultation to changes of rosters or hours of work" clause.

> ▶▶ *People say break when you want to have a break. No one would say rest pause.*

The term "continuous service" was found to be ambiguous as some employees did not understand if this included casuals or employees who had taken extended leave. This suggests more clarification around which clause applies to which employee classification would be appreciated.

The redrafted awards felt more "black and white", ensuring less cause for confusion or ambiguity about what the employee or employer obligation or entitlement was. An example provided by participants was the redrafted termination clause, where the redrafted version specifies "18 years" whereas the previous version merely stated "age". Participants appreciated specificity when it came to the clauses, as when there was room for interpretation, they felt less confident applying the information to their own circumstances.

> ▶▶ *I could understand the original one, but the updated one is a lot simpler and easier to understand*

The clarity in the language appealed to employers as well as employees, as even though many employers were confident about the meaning of the previous version of the award, the legalistic language made it difficult to explain to employees. For example, some users expressed that the redrafting would assist them when resolving disputes with their employees, as the simplified language ensures the meaning is clear and unquestionable.

> ▶▶ *I thought the language was clear, and I was trying to use the test that if I had to explain this to an employee, is it something they could understand and we could read together, and I think this works better [speaking about the redrafted award]*

> ▶▶ *When you have a dispute and you need to explain to the employee what is going on, you pull out the award and say here is the clause. This gives it clarity*

Employers valued the updated clarity and simplified language that meant they could use the clause as a tool when explaining the award to employees. Rather than the award being viewed as a complex and impenetrable document, employers expressed that the redrafted clauses meant they could sit down with their employees and talk them through the clause easily. This would ensure that the employee understood their rights and could be confident in knowing their employer was abiding by their obligations.

Format

The formatting of the clauses to use shorter sentences and concise points was identified and positively received. For many, breaking up long dense paragraphs (such as the previous termination clause displayed

to participants) into smaller easily processed points assisted comprehension. It also allowed the clause to be more easily "skimmed" and for important information to be easily recognised

> ▶▶ *For myself, if there is a lot of reading on the page where I would skim over the text, and I might skim over something important. This one was easier to read and it engaged me more to read it*

> ▶▶ *With the old version [referring to a particularly long clause] you'd try to read through it, and after a few attempts, you'd just about give up.*

A less noticeable change was the reshuffling of "ideas" within the clause, which was not initially observed by participants. However, the general readability and comprehension of the re-drafted clause was improved compared to the previous version.

Minimising the use of roman numerals (i.e. fewer sub-paragraphs in the re-draft) to more standard and familiar referencing formats (e.g. 1.1(a) was a key improvement observed by participants. Both employers and employees conveyed that if the award looked easier to read, they were more likely to feel comfortable reading it and not miss any valuable information.

Overall, some of the most easily identified differences and most strongly valued were the adaptions that made the clauses look more approachable, for example breaking up text to smaller more easily processed points. Employees particularly appreciated any changes that allowed them to "skim" the award and easily pick out the information they were seeking.

Length

Participants sometimes recognised that the length of redrafted clauses tended to be longer, and some felt this could initially be intimidating. However, the simplified wording meant it generally took less cognitive effort to read the clause, and the meaning could often be gleaned in just a single reading. The consensus in this case was that if the clause was easier to read and understand, then the additional length was not a concern.

> ▶▶ *Even though it is longer…it tells you exactly what is required and that's important.*

> ▶▶ *I'll be honest, a lot of information can turn me off. But when you read through it, it can also help you understand the conditions of the work.*

On other occasions, respondents mistakenly felt that the re-drafted clause was actually shorter. This appeared to result from the lower cognitive load associated with the re-drafted material, and the tendency for respondents to be able to absorb the meaning on a first pass, rather than needing to re-read it.

> ▶▶ *There is no doubt about it [that it is easier to read]. The clause is simpler and more condensed.*

Style

The website font (compared to Times New Roman in the Word version) was identified as a reason for increased accessibility and comprehension (although not strictly linked to the plain language initiative). The more modern and clearer font in the online document version of the award on the FWC website (compared to the Times New Roman font in Word and PFD versions of awards) was one of the most easily identifiable preferences expressed unprompted by participants.

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The website font immediately made the clause look clearly presented, more appealing to read and "friendlier". Participants were less intimidated by the look of the award and many felt that they would be more likely to read it.

> The [website] font is somehow less intimidating.

> I think the new one is definitely better, even just the font alone. Because if it is easier to read it is going to engage people more to make sure they read it correctly.

3 Notes, examples and tables
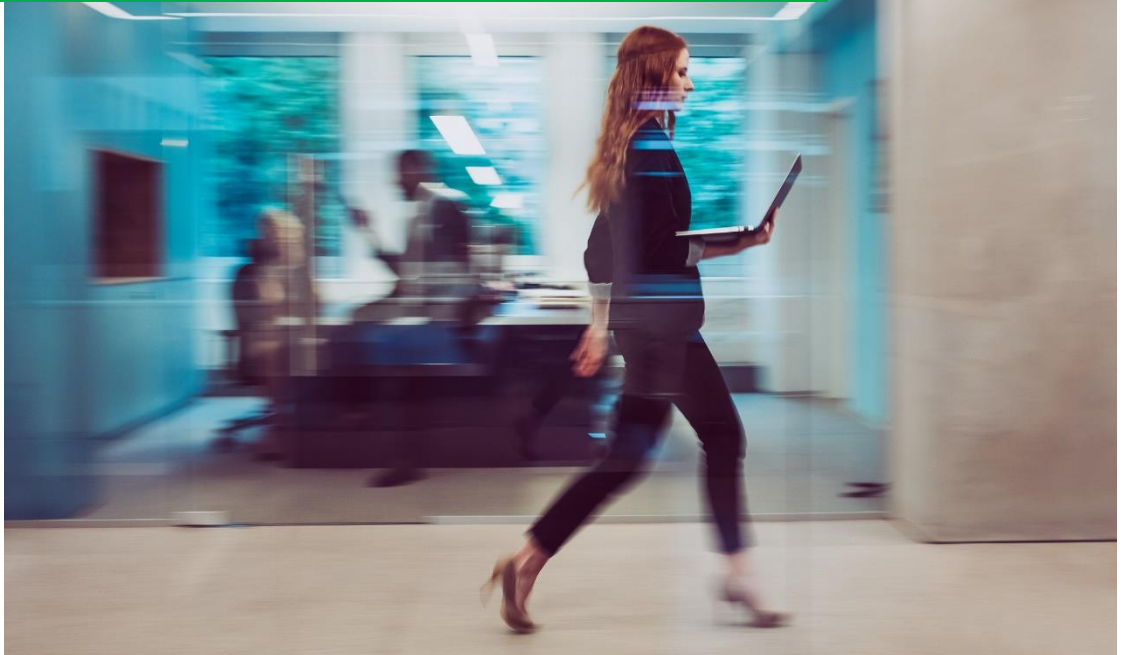
3.1 Feedback on Specific Aspects of Plain Language Clauses

After participants offered their spontaneous responses to both the earlier and revised awards, they were prompted to provide their views on specific aspects on the revised award. Three key aspects were the use of tables, notes, and examples:

- Participants were most positive about the use of tables. They generally agreed that the table made the information easier to read, understand and share.

- The use of notes was considered less helpful than tables. Some reported that notes were confusing while others reported that they generally would not read a note to a table. Participates provided feedback on what notes were useful.

- When prompted, many employees reported to like the use of examples, but some participants felt that they should be only for complex concepts and clauses. Participants also suggested that examples could be best displayed using expanding text.

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3.2   Use of Tables

Almost universally, participants praised the addition of tables to the award. The positive comments focused on how easy it was for participants to understand the content even when there was considerable information:

> ▐▌ *When you first look at the table, you're aware that when you read the first bit, that there are other options. Whereas when you read a paragraph, you might read the first bit and think 'well, that doesn't actually apply to me', but there's nothing to indicate that there are other options until you read further. There's no visual indication [in paragraph format] that there are other options. The table is just clearer, and you know, in that example, that you are going to be choosing from four different options.*

When the information is arranged in a table, the employer or employee can immediately see that there is a finite set of options, and what that finite set is. They can then simply find the option (row) that fits the situation they are currently dealing with. If alternatively, this information is put in sentences and paragraphs, the finite set of options is much less apparent, as the following participant explained:

Both employers and employees praised the use of tables:

> ▐▌ *You could quickly show it to a guy and they would quickly understand what was involved.*

> ▐▌ *Left no room for interpretation, very clear what they were entitled to and what the employer's obligation were."*

> ▐▌ *Easy to find information when skimming the document: information was obvious."*

> ▐▌ *This table is so good, you would put it up on the staffroom wall.*

INSIGHT

Tables are universally loved not only because they are easy to navigate to and share, but that they present a clear, finite set of options.

Amongst pharmacists, some specific tables were considered particularly helpful:

Minimum rates –: This was considered a vast improvement having the minimum <u>hourly</u> rate presented. It meant that the user did not have to calculate from the weekly rates, as the pharmacy industry primarily uses hourly rates.

However, some participants were frustrated that the note under the table mentioning that the table did not apply to casuals should have either been at the top of the table, or otherwise casual rates included in the table.

> ▐▌ *You would read through the clause thinking that it applied to you if you were a causal only to find at the end that it didn't.*

Overall participants welcomed the use of tables in the award. Many participants spontaneously complimented the table format and content. Many reported that they would use it outside the document and found it useful and approachable.

> ❝ *I looked at this before when I was looking to quit and didn't understand about giving notice and how much they could hold. Now I understand and I didn't when I read it for the first time- years ago.*

3.3   Use of notes

Overall, the use of notes tended to have a mixed reception. Some participants appreciated the extra information offered in a note, but a considerable number of participants found at least some notes to add to the 'information clutter'. Notes that met the following criteria were most likely to be positively received:

- Brief (or at least not considered too long)

- Written in simple language

- Had a relevance that was obvious to the participant

One of the advantages of notes is that they draw the reader's attention to some information they might otherwise not have noticed if the information had just been included without the *NOTE* call-out. Participants often felt that the information made more sense when it was segmented as a note:

> ❝ *It is important information and you might miss it if it wasn't in a note.*

Notes were also useful at providing context to a set of information provided as a list or table.

Where the function of the note was to explain a potentially complicated subclause, notes were typically considered less valuable than examples. Amongst pharmacy employers, in instances where notes were provided in conjunction with examples, the notes were more often than not received positively, but the examples were undoubtedly more appreciated than the notes.

In some instances where a note was unappreciated, it was because the participant felt they did not really need the extra information, or it was not clear how or if that information was relevant. However, at other times, notes were not positively received because while the participant did want that extra information provided by the note, they had trouble fully understanding the content contained with the note or its context.

> ❝ *"I guess I would have to check the conditions? I guess the notes are important and they should be there because they are relevant to other sections? Does this apply to all the clauses? That isn't clear"*

Specific example: *Additional Measures During the COVID-19 Pandemic*

This section contained both an almost universally well received note and a number of notes that frequently were too difficult for participants to digest. The first note in that section was an example of a well-received note.

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

The above note was brief, clear, and patently relevant.

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◗◗ *The first note was fine and straight forward but the other two were just too complicated*

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The notes that followed in this section were largely received negatively.

NOTE 1: A employee covered by this award who is entitled to the benefit of clause X.2.1 or X.2.2 has a workplace right under section 341(1)(a) of the Act.

NOTE 2: Under section 340(1) of the Act, an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the Act, an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.

Although "NOTE 1" is brief, it contains three instances of cross referencing within the note. The result of this is that the meaning of the note was difficult for most participants to distil. The main issues cited by participants with regard to "NOTE 2" is that it is too long and contains too much legal jargon. Likewise, "NOTE 3" also contains too much legal jargon to be understood by those without sufficient legal or industrial relations expertise. Notes 2 and 3 would benefit from being written in more plain language and being broken into point form.

◣◣ *There's too much "or"*

Even a note that is brief and clearly written can cause confusion with some participants if the context seems out of place. Sometimes a note that provides new information adds to confusion if…

◣ The note provides information where it is not clear why that information is being provided in the given context.

◣ The note alludes to some information that might be important, but the information is incomplete (and here we recognise the tension between brevity and completeness)

Specific Example - Employee's Period of Notice

NOTE: The notice of termination required to be given by an employee is the same as that required of an employer except that the employee does not have to give additional notice based on the age of the employee.

Here the note alludes to "additional notice based on the age of the employee" but it neither explains the details of this nor links to where the reader can find the details of this. This was mentioned as being frustrating and/or confusing by numerous participants.

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One focus group of employees also mentioned that the above note just added "information clutter" since the clause had the subheading Notice of termination by an <u>employee</u>, and thus providing information about notice for termination by an <u>employer</u> - it was information that fell outside of the subheading.

Specific Example - Minimum Wages Note (Pharmacy)

In this example the notes were confusing, and respondents had to read them more than once. Respondents also suggested presenting the information in the table by incorporating casual rates into the table.

Optimising notes

In general, participants were frustrated when the note provided only some of the information or did not provide context for the information:

Overall while some participants found the use of notes helpful, many reported that they should be used judiciously. The use of notes can be useful if they:

- Are clearly related to the clause
- Add context to the clause
- Provide new complete information or contains a hyperlink if necessary or appropriate
- Have a clear and obvious purpose

3.4   Use of examples

In general, respondents appreciated the use of examples. These individuals reported that examples made it easier to understand the clause and it helped them relate to the information:

> *… lets you know your thinking is on the right track about what it is meant to mean. Examples are always good.*

> *Doesn't matter [what their job is], they will understand better with an example.*

> *I think that [inclusion of examples] would help a lot for my fellow employees.*

> *An example is one way you can confirm your thinking.*

There was concern amongst some participants that the addition of examples makes the award longer and was not necessary for simple clauses and concepts:

> *I am not sure this really needs an example when it was easy to understand.*

Some participants felt that the addition of an example made people over-think things especially when it was not necessarily that complex. These individuals suggested that examples could be optional:

> *Maybe something people could click on it if they needed to see an example rather than just putting it in.*

These individuals were conscious that the award was a long document and were of the opinion that examples were not necessary to add further clarity with simple concepts. As discussed further in the

following chapter on technology, participants thought expanding text to be an excellent way to display examples.

> ▲▲ *If you're familiar with that clause then you can continue on without reading the example*

The expanding text is preferable to a footnote because you can place the example "exactly where you need it" without breaking up the flow of the text or having the reader to divert to another location in the document.

Based on feedback from participants, there is a place for examples in the revised award. Many participants welcomed the use of examples. They reported that examples solidified their thinking and helped people understand concepts. Other participants were concerned that examples could 'clutter' the award document and suggested that it might be better to make examples hidden in some way or be used only for complex concepts.

INNOVATION

Examples are perfect fit for a technology such as expanding text.

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4 Technology and referencing

4.1   References to related provisions

Cross referencing within the provision

Many participants convey the opinion that having cross references within a clause can make it more difficult to process that clause, while simultaneously acknowledging the need for cross referencing. That is to say, participants recognised the tension between cross referencing breaking up the 'flow' of reading a document but also not wanting that document to become so long because content is continually restated rather than cross referenced to. Ultimately, although many respondents at times have something of a negative experience with cross referencing, they realise that removing all cross referencing and replacing it with restating all content in-full is unworkable and would create an even more negative experience.

> ❝ *The cross references can be frustrating, having to jump around… but I understand why you need to have them.*

Or as one pharmacy employer stated:

> ❝ *If there are too many cross references it can become confusing, but a single reference (like 14.1) is ok.*

Within the award drafts shown to participants, there were considerable uses of cross references to other clauses or subclauses. On some instances, the cross references were to clauses or subclauses in close proximity to the point of cross reference (often on the same page, or even the immediately preceding paragraph). In other instances, the cross reference linked to content in the document more spatially separated from the point of cross reference (e.g., several pages removed) or otherwise content in a

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separate document altogether. In considering participants' experiences of and attitudes towards cross references, there is a need to distinguish between 'close proximity' cross references and references with more distant proximity.

Whether participants had their experience improved by having the cross reference hyperlinked was at least partially a function of the proximity of the point of cross reference to the content being cross referenced to. Where there was close proximity, the hyperlink was often seen as unnecessary, and thus more of a distraction. However, if the proximity was not close, then participants were more likely to find the hyperlink to be useful. A more in-depth discussion of hyperlinks is provided in the section on *Use of technology*.

The other variable to consider is the length of content being cross referenced to. If the content is long, then participants are more likely to favour cross referencing over restating the content. However, if the content is brief, it might be better to consider restating the content rather than cross referencing to it, since restating it does not add much length. This is especially true if the content is brief but distant. It is frustrating to participants to jump to a distant part of the document only to have to read a brief piece of content and then find their way back to the place they navigated away from.

The following figure summarises the best approach for cross referencing in terms of reader experience:

Figure 1   Use of cross referencing by proximity and length of content being cross referenced to
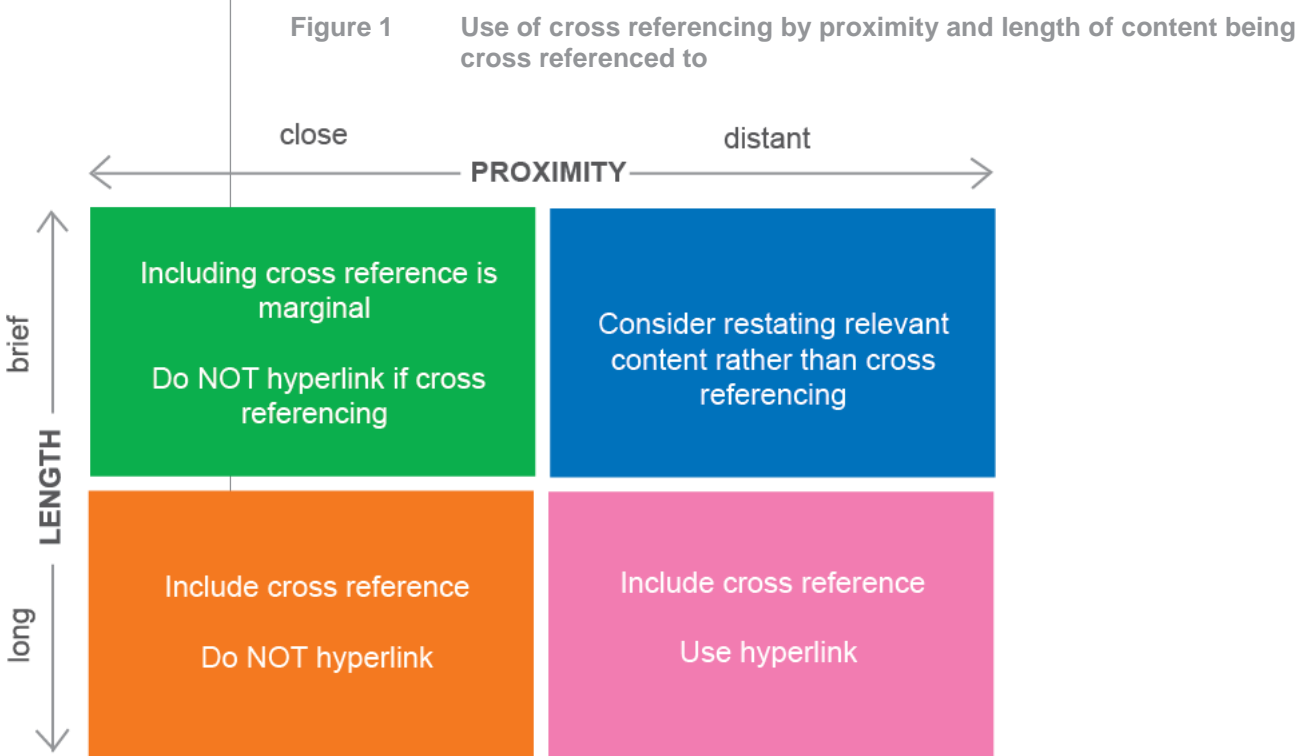
4.2   Use of technology

Hyperlinks

The previous section on cross referencing included a discussion on when best to use (or not use) a hyperlink for cross referencing. As discussed, hyperlinks are best used when the material being linked to is **not** of close proximity to the link itself within the document, or is in a different document altogether. In these cases, the hyperlink makes it much easier for the participant to find the content in comparison to manually finding their way.

A hyperlink that jumps to another part of the document can be distracting to readers. One issue is that the reader is not only taken away from where they were reading, but finding their way back is not always easy. While it is one simple click to depart from the point where the user was reading, it can then require a lot of manual scrolling and/or searching for the user to navigate their way back.

Hyperlinks to subclauses in close spatial proximity to the hyperlink (e.g., just a little bit up or down the page) were seen by participants to be of little purpose, and were more likely to be considered distracting than useful.

> ▶▶ *Don't include hyperlinks just because you can*

Nevertheless, there is a place for hyperlinks where the content being linked to is spatially removed. Even so, there are further considerations that should be taken to optimise the user experience.

Hyperlinks, when used, need to land at the place of specific relevance. Several participants found some hyperlinks took them to a 'content page' where they then had to find for themselves the next link to follow in order to navigate to the specifically relevant content. The path to take was frequently not obvious to the participant, and this was a clear source of frustration and confusion. An example of this was the link to National Employment Standards (NES) in reference to "requirements for notice of termination by an employer". When participants followed this link and landed on the NES document, it was often not obvious to them where to navigate to next within the document. In a tangential point, for some participants, it was not even apparent to them what the abbreviation NES stood for, and thus they were disinclined to follow the link since the link only included the abbreviation.

> ▶▶ *For someone like myself, who doesn't understand the abbreviations [NES], that puts me off reading it.*

Hyperlinks are also unappreciated when they link to content that is considerably less accessible than the award document itself. The most salient example of this were hyperlinks to the Act (and to a lesser extent, the NES). For most participants, the Act is a very inaccessible document in terms of the legal language used as well as the length of the document. Participants who click on the link to the Act find it difficult to understand and this mars their overall user experience. Even the small minority of participants who had considerable expertise in industrial relations stated that the link to the Act did not take them to the most relevant part of the Act, and so they also had a frustrating experience.

Expanding and hover-text

The concept of expanding text was shown to users of hospitality and clerks awards. The expanding text was used to include a reasonably long example to better explain a subclause. Amongst the participants the

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concept was shown to, reactions were universally positive in terms of using expanding text as a way of including explanatory examples.

The example itself was considered very helpful, but participants also recognised the utility of the expansion text function, in that some readers would not require the example, and thus by having the example hidden, their 'flow' would be less interrupted than if the example was 'expanded' by default.

> ❞❞ *If you're familiar enough with that clause then you can continue on without reading the example*

Furthermore, a long example in plain text can be an impediment if the reader is trying to **skim** the document to find what they are looking for. Having the example hidden allows for easier skimming of the document.

Participants were also asked about how the concept of expanding text compared with other concepts of providing extra information, such as an explanatory example.

The expanding text was preferable to a footnote because you can place the example "*exactly where you need it*" without breaking up the flow of the text or having the reader to divert to another location in the document. With a footnote, the reader has to divert to it if they want to peruse the information, and they also have to find their place again.

Almost all participants said they were familiar with the concept of **hover-text**, and some mentioned that Wikipedia makes use of it. The popularity of Wikipedia means that almost all likely users of an award document will have familiarity actually using hover-text.

As with expanding text, participants were almost universally positive about hover-text. And as with expanding text, participants liked that hover-text allows the extra explanatory information (e.g., a definition, note, or an example) be placed in exactly the right spot without breaking the flow of the text for those familiar enough with the clause/term such that they do not need the extra information. Both expanding and hover-text allow for extra information while preventing the document appearing too long (which can itself be intimidating).

However, participants voiced some provisos on the use of hover-text. Some participants had concerns that if hover-text were to be used too frequently, the document could seem a little unwieldy. Participants also wanted to be sure that there would be a consistent signal wherever hover-text is used (e.g., a particular colour font).

There was a sense that using multiple technological functions could cause confusion **if** there was not an internally consistent rule or context about when various technological tools were used. Ideally, there would also be an internally consistent context with which hover-text and expanding text are used, and this would facilitate the use of both the expanding and hover-text tools in the one document without leading to confusion.

> ❞❞ *If you used hover-text for definitions and expanding text for examples.*

Most participants said they would use the award document in the digital format, but some felt a glossary (in lieu of hover-text) could be provided for the minority of hard-copy users

Preference for digital version vs hard copy

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In general, participants prefer to use a digital version of the award document rather than a hard copy version. Participants mentioned several reasons why they prefer using the digital copy:

- Digital version is more easily searched

- A printout of the document, if long, can feel intimidating to the reader

- Using a digital version fresh from the FWC website ensures the user they are using the most current version and not an outdated version

- If tools such as hover-text were added, then participants felt this made an even more compelling case for the value of a digital document.

Amongst Pharmacy employers, there were still some participants who liked using a hard copy document (or at least printout of a certain section) in the context of a consultative meeting, such as sitting down with either an employee or a business partner.

INNOVATION

Use technological tools in an internally consistent fashion. E.g. Expanding text for examples, hover-text for definitions etc.

Email alerts and changes

There was low awareness of the ability for an email alert on changes to the award. There were concern amongst both employees and employers that they didn't know about changes and didn't really think about looking for them: *"It is not something you really think about. Yet they do change and I know that. It would be great if they would let me know about changes to my award."* It was reported that an App was an "overkill" because you didn't really have to check up on your award often.

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5 Conclusions

Based on the group and interview feedback, the FWC is moving in the right direction in making the awards easier to navigate and read. Making this information accessible and understandable is a vital step in getting more employees and employers to use the information to prevent workplace problems and resolving workplace issues. Almost all participants preferred the changes that have been made over the previous format, wording and layout.

Almost universally participants preferred:

- Presenting information in tables

- Point-form format over dense paragraphs

- Easier to understand words

- Shorter sentences

- Easy to read font

- Hypertext when it links directly to the relevant information

The main approach of the research was to present the redrafted and older versions side by side. The natural by-product of this approach is that participants initially expressed their evaluation of the re-drafted version in terms of a *preference* of one version over another (usually the newer version was preferred).

With further probing, however, it was clear that the preferred re-drafted version would lead to a range of real benefits in terms of engaging with the award. Participants reported that they could more readily understand the revised award and felt that co-workers would have no trouble understanding it too: "*They should let people know that it is much easier to understand. It isn't like trying to read a contract anymore."* This ease of understanding was also widely felt to feed into greater confidence in using the award – both as a source for

finding required information on an "as needs" basis and using it more generally. For example, as a source document to help explain the way pays were calculated.

Many participants found it difficult to think of accessibility improvements to the award through technology, partly because they generally didn't think about their award often. It was perceived as something that you didn't have to address often but that it would be nice if it were easy to access information on your award quickly without having to go through so many 'clicks' on the website.