

Plain language draft standard clauses

Note: This document does not purport to be a comprehensive discussion of the issues involved and does not represent the concluded view of the Commission on any issue.

Note: The Pharmacy Industry Award exposure draft of December 2014 changed the structure of the award so that the Consultation and Dispute resolution clauses appear toward the end of the award as Part 7 (rather than as Part 2 of the [current award](#)). The exposure draft also moved the Termination of employment and Redundancy clauses from Part 3—Types of employment and termination of employment to Part 6—Leave, Public Holidays and Other NES Entitlements. The plain language draft applies structural changes to the exposure draft based on plain language drafting expert advice and feedback from award users.

| <u>EXPOSURE DRAFT – Pharmacy Industry Award 2014</u> (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|--|---|---|
| <p style="text-align: center;">Table of Contents</p> <p>Part 1—Application and Operation ... 4. Award flexibility ... Part 6—Leave, Public Holidays and Other NES Entitlements ... 20. Termination of employment 21. Redundancy Part 7—Consultation and dispute resolution 22. Consultation 23. Dispute resolution</p> | <p style="text-align: center;">Table of Contents</p> <p>Part 1—Application and Operation of this award ... 6. Award flexibility for individual arrangements ... Part 7—Consultation and dispute resolution 27. Consultation about major workplace change 28. Consultation about changes to rosters and hours of work 29. Dispute resolution Part 8—Termination of employment and Redundancy 30. Termination of employment 31. Redundancy 32. Transfer to lower paid job on redundancy 33. Employee leaving during redundancy notice period 34. Job search entitlement</p> | <p>The consultation clause from the exposure draft deals with multiple topics and so it has been split out into 2 clauses.</p> <p>A new Part has been created in the revised plain language draft (Part 8). Including the termination of employment and redundancy provisions with other NES-related provisions did not resonate with the Community Pharmacy employers and employees that participated in user-testing research during the plain language modern awards pilot. This was primarily due to low awareness and limited knowledge of the NES. Further, participants indicated a strong preference for termination of employment and redundancy provisions to appear at the end of the award as this was a more logical sequence and where they expected to locate this information.</p> <p>The structural change will be applied to all exposure drafts as part of the 4 Yearly Review of Modern Awards.</p> |

| EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|---|--|---|
| <p>4. Award flexibility</p> <p>4.1 Notwithstanding any other provision of this award, an employer and an individual employee may agree to vary the application of certain terms of this award to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of, are those concerning:</p> <p>(a) arrangements for when work is performed;</p> <p>(b) overtime rates;</p> <p>(c) penalty rates;</p> <p>(d) allowances; and</p> <p>(e) leave loading.</p> <p>4.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress. An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.</p> <p>4.3 The agreement between the employer and the individual employee must:</p> <p>(a) be confined to a variation in the application of one or more of the terms listed in clause 4.1; and</p> <p>(b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.</p> <p>4.4 The agreement between the employer and the individual employee must also:</p> <p>(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;</p> <p>(b) state each term of this award that the employer and the individual employee have agreed to vary;</p> <p>(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;</p> <p>(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and</p> <p>(e) state the date the agreement commences to operate.</p> | <p>A. Award flexibility for individual arrangements</p> <p>A.1 Despite anything else in this award, an employee who has started employment may agree in writing with the employer to vary how terms of this award relating to any one or more of the following applies to them:</p> <p>(a) arrangements for when work is performed;</p> <p>(b) <u>allowances</u>;</p> <p>(c) <u>overtime rates</u>;</p> <p>(d) <u>penalty rates</u>;</p> <p>(e) <u>annual leave loading</u>.</p> <p>NOTE: Arrangements for when work is performed include such matters as <u>hours of work</u>, <u>rostering arrangements</u> and <u>breaks</u>.</p> <p>A.2 An agreement may only be made in order to meet the genuine needs of the employer and the employee.</p> <p>A.3 Either the employer or the employee may initiate the making of an agreement.</p> <p>A.4 An employer who wishes to initiate the making of an agreement must:</p> <p>(a) give the employee a written proposal; and</p> <p>(b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.</p> <p>A.5 An agreement must result in the employee being better off overall on its making than if the agreement had not been made.</p> <p>A.6 An agreement must do each of the following:</p> <p>(a) state the names of the employer and the employee;</p> <p>(b) identify the award term or terms to be varied;</p> <p>(c) set out how the award term, or each term, is varied;</p> <p>(d) show how the agreement results in the employee being better off overall on its making than if the agreement had not been made;</p> <p>(e) state the date on which the agreement is to start.</p> <p>A.7 An agreement must be signed by the employer and the employee</p> | <p>The Pharmacy Industry Award exposure draft contains the Award flexibility model term. Only 4 modern awards contain different/additional provisions to the clause presented in this comparison document. See Attachment A for a list of awards.</p> <p>The 10 subclauses of the Exposure Draft have been replaced with 15 subclauses in the revised plain language draft and some restructuring carried out to give the clause a more logical flow (for example, moving up how an employer may initiate the making of an agreement). While the number of subclauses is greater, they enable important points to be more clearly highlighted (for example, that an agreement may only be made to meet the genuine needs of the employer and the employee).</p> <p>Cl. A.1 (a):</p> <p>Plain language drafting principles would require that the term “arrangements for when work is performed” in clause A.1(a) be replaced with terms that refer the reader to the applicable clauses of the award. Hyperlinks would be used in the consolidated online document to direct readers to the applicable clauses. However, in Modern Awards Review 2012 – Award Flexibility [2013] FWCFB 2170, a Full Bench stated that while the expression “arrangements for when work is performed” is somewhat ambiguous, it is tolerably clear that hours of work, rostering, notice periods, rest breaks and variations to working hours are included in the phrase ([para 111]) (and see s.139(1)(c) of the Fair Work Act).</p> <p>A NOTE or other mechanism could be used to alert readers to the clauses to which clause A.1(a) applies with hyperlinks inserted in the consolidated online document.</p> <p>Cl. 6.3 and 6.4:</p> <p>It is unclear what the requirements are for employees to request/propose an individual agreement. AIRC Full Bench decision [2008] AIRCFB 1000 requires that an employer provide a written proposal (see para [38]). This decision has been interpreted that the intention was not to impose any procedural requirements on an employee seeking to enter into an agreement. If that is not the case, then clause A should be amended to include an additional provision stating how an employee may initiate the making of an agreement.</p> <p>Cl. A.6(b)</p> <p>The word “state” as used in clause 4.4(b) of the exposure draft has been replaced by “identify”. Requiring an agreement to identify the term or terms to be varied is consistent with section 144(4)(a) of the Fair Work Act. It clearly does not require that the agreement reproduce the term or</p> |

| EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|---|---|--|
| <p>4.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.</p> <p>4.6 Except as provided in clause 4.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.</p> <p>4.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.</p> <p>4.8 The agreement may be terminated:</p> <p>(a) by the employer or the individual employee giving 13 weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or</p> <p>(b) at any time, by written agreement between the employer and the individual employee.</p> <p>NOTE: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the Act).</p> <p>4.9 The notice provisions in clause 4.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 4.8(a), subject to four weeks’ notice of termination.</p> <p>4.10 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.</p> | <p>and, if the employee is under 18 years of age, by the employee’s parent or guardian.</p> <p>A.8 Except as provided by clause A.7, an agreement must not require the approval or consent of anyone other than the employer and the employee.</p> <p>A.9 The employer must keep a copy of the agreement as a time and wages record and give another copy to the employee.</p> <p>A.10 The employer and the employee must genuinely agree, without duress or coercion of any kind, to the variation of the term, or each variation of a term, provided for by an agreement.</p> <p>A.11 The employer and the employee may at any time agree in writing to terminate the agreement.</p> <p>A.12 The employer or the employee may at any time give 13 weeks’ (or, if the agreement was entered into before the first full pay period starting on or after 4 December 2013, 4 weeks’) written notice of termination of an agreement to the other party.</p> <p>A.13 The agreement ceases to have effect at the end of the period of notice mentioned in clause A.12.</p> <p>A.14 The period of notice required under clause A.12 is reduced to a period of not more than 28 days if an agreement made under this clause does not meet a requirement set out both in section 144(4) of the Fair Work Act and in clause A.</p> <p>A.15 The right to make an agreement under clause A is additional to, and does not affect, any other term of this award that provides for an agreement between an employer and an employee.</p> | <p>terms that are being varied as may have been the case if “state” were used.</p> <p>Cl. A.6(d)</p> <p>A NOTE or definition about ‘better off overall’ would be beneficial if this could be agreed. The FWO offer the following guidance:</p> <p>It is the employer’s responsibility to ensure that the employee is better off overall than if there was no IFA. The employer’s ‘better off overall’ assessment will usually involve comparing the employee’s financial benefits under the IFA with the financial benefits under the applicable award or enterprise agreement. The employee’s personal circumstances and any non-financial benefits which are significant to the employee can also be considered.</p> <p>The plain language draft references the <i>Fair Work Act 2009</i> (Cth) as ‘Fair Work Act’ rather than ‘the Act’ in the interest of being helpful to award users. It was found to be more useful and less daunting for determining if and how to access external sources. We note that [2016] FWCFB 4258 decided to revert to using ‘the Act’ because it is the defined term in all modern awards (see paragraph 55). However, as these clauses are not intended to be inserted directly into modern awards, it would be appropriate to again consider the best approach to cross-referencing external sources.</p> |

| EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|---|--|---|
| <p>22. Consultation</p> <p>22.1 Consultation regarding major workplace change</p> <p>(a) Employer to notify</p> <p>(i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.</p> <p>(ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.</p> <p>(b) Employer to discuss change</p> <p>(i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 22.1(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.</p> <p>(ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 22.1(a).</p> <p>(iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer’s interests.</p> | <p>B. Consultation about major workplace change</p> <p>B.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:</p> <p>(a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and</p> <p>(b) at the earliest practicable date, discuss with those employees and their representatives (if any):</p> <p>(i) when the changes are to be made; and</p> <p>(ii) their likely effect on employees; and</p> <p>(iii) the measures that are to be taken to avoid or reduce the adverse effects of the changes on employees.</p> <p>B.2 For the purposes of the discussion under clause B.1(b), the employer must give a written notice to the employees and their representatives (if any) that:</p> <p>(a) contains all relevant information about the changes including:</p> <p>(i) their nature; and</p> <p>(ii) their expected effect on employees; and</p> <p>(b) sets out any other matters connected with the changes that are likely to affect employees.</p> <p>B.3 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 27.1(b).</p> <p>B.4 Clause B does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer’s interests.</p> <p>B.5 For the purpose of clause B, a change that is provided for by this award (other than clause B) must be taken not to have a significant effect on employees.</p> <p>B.6 In clause B:</p> <p>significant effects, on employees, includes any of the following:</p> <p>(a) termination of employment;</p> <p>(b) major changes in the composition, operation or size of the workforce or in the skills required by employees;</p> <p>(c) loss of, or reduction in, job or promotion opportunities;</p> | <p>The Pharmacy Industry Award exposure draft contains the Consultation model term. Only 3 modern awards contain different/additional provisions to the clause presented in this comparison document. See Attachment A for a list of awards.</p> <p>Clause 22 of the exposure draft has been split into 2 clauses in the revised plain language draft dealing separately with consultation about major workplace change and consultation about changes to rosters or hours of work. The provisions have been restructured to make them easier to understand and to avoid long sentences.</p> <p>Moving the definition of “significant effects” to the end of the clause avoids the interruption it causes in the flow of what an employer must do.</p> <p>Cl. B.1</p> <p>The term “definite decision” has been retained for consistency with the exposure draft. Plain language drafting principles would prefer a clearer term such as “final decision”.</p> <p>The terms “avert or mitigate” as used in clause 22.1(b)(i) of the exposure draft are replaced with the simpler terms “avoid or reduce”.</p> <p>Cl. B.4</p> <p>This subclause reproduces in a clearer and more accessible way what was in the proviso at the end of clause 22.1(b)(iii) of the Exposure Draft.</p> <p>Cl. B.6</p> <p>The use of paragraphing makes the definition of “significant effects” more easily understandable. Simpler words are used (for example, “loss” instead of “elimination” and “reduction” instead of “diminution”).</p> |

| <p><u>EXPOSURE DRAFT – Pharmacy Industry Award 2014</u> (revised 25 September 2015)</p> | <p>Plain language re-draft</p> | <p>Drafter comments</p> |
|--|---|---|
| | <ul style="list-style-type: none"> (d) loss of, or reduction in, job tenure; (e) alteration of hours of work; (f) the need for employees to be retrained or transferred to other work or locations; (g) job restructuring. | |
| <p>22.2 Consultation about changes to rosters or hours of work</p> <ul style="list-style-type: none"> (a) Where an employer proposes to change an employee’s regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change. (b) The employer must: <ul style="list-style-type: none"> (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee’s regular roster or ordinary hours of work and when that change is proposed to commence); (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives. (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours. (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements. | <p>C. Consultation about changes to rosters or hours of work</p> <p>C.1 Clause C applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.</p> <p>C.2 The employer must consult with any employees affected by the proposed change and their representatives (if any).</p> <p>C.3 For the purpose of the consultation, the employer must:</p> <ul style="list-style-type: none"> (a) provide to the employees and representatives mentioned in clause C.2 information about the proposed change (for example, information about the nature of the change and when the change is proposed to be made); and (b) invite them to give their views about the impact of the proposed change on them, including its impact on their family or caring responsibilities. <p>C.4 The employer must consider any views given under clause C.3(b).</p> | <p>Cl. C.1</p> <p>Under clause 22.2 of the exposure draft the reader had to get to paragraph (c) to find out that the consultation requirement did not apply to employees whose working hours are irregular, etc. This is now clearly stated at the beginning of the clause.</p> <p>Cl. C.4</p> <p>The simpler term “consider” is substituted for “give consideration to” as used in clause 22.2(b)(iii) of the exposure draft.</p> |

| <u>EXPOSURE DRAFT – Pharmacy Industry Award 2014</u> (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|--|---|--|
| <p>23. Dispute resolution</p> <p>23.1 In the event of a dispute about a matter under this award, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.</p> <p>23.2 If a dispute about a matter arising under this award or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 23.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.</p> <p>23.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.</p> <p>23.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.</p> <p>23.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.</p> <p>23.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this award and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p> | <p>D. Dispute resolution</p> <p>D.1 Clause D sets out the procedures to be followed if a dispute arises about a matter under this award or about the National Employment Standards.</p> <p>D.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.</p> <p>D.3 If the dispute is not resolved through discussion as mentioned in clause D.2, the parties must then try to resolve it as soon as practicable at the workplace through discussion between the employee or employees concerned and more senior levels of management.</p> <p>D.4 If the dispute is not resolved at the workplace through discussions as mentioned in clauses D.2 and D.3, a party may refer the dispute to the Fair Work Commission.</p> <p>D.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.</p> <p>D.6 If the dispute is not resolved through the agreed process mentioned in clause D.5, the Fair Work Commission may use any other method of dispute resolution that it is permitted by the Fair Work Act to use and that it considers appropriate for resolving the dispute.</p> <p>D.7 A party may appoint any person or body to support or represent them in any discussion or process under clause D.</p> <p>D.8 While procedures are being followed under clause D in relation to a dispute:</p> <p>(a) work must continue in accordance with this award and the Fair Work Act; and</p> <p>(b) any employee who is a party to the dispute must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.</p> <p>D.9 Clause D.8 is subject to any applicable occupational health and safety legislation.</p> | <p>The Pharmacy Industry Award exposure draft contains the Dispute resolution model term. Only 7 modern awards contain different/additional provisions to the clause presented in this comparison document. A further 14 modern awards contain an additional clause relating to Dispute resolution (procedure) training leave. See Attachment A for a list of awards.</p> <p>Plain language drafting principles require that a subclause should deal with only one topic. In line with these principles clause 23.1 of the exposure draft has been split into 3 subclauses allowing the separating out of the methods of trying to resolve a dispute at the workplace.</p> <p>Clause 23.6 of the exposure draft (a lengthy subclause comprising 2 sentences) is split into 2 subclauses (D.8 and D.9) in the revised plain language draft. The use of paragraphing in clause D.8 makes the provision more readily understandable.</p> |

| <p><u>EXPOSURE DRAFT – Pharmacy Industry Award 2014</u> (revised 25 September 2015)</p> | <p>Plain language re-draft</p> | <p>Drafter comments</p> | | | | | | | | | | | | | | | | | | | | |
|---|---------------------------------------|--------------------------------|----------------------|--------|--|---------|---|---------|-------------------|---------|---|---|------------------------------|----------------------|--------|--|---------|---|---------|-------------------|---------|---|
| <p>20. Termination of employment</p> <p>20.1 Notice of termination is provided for in the NES.</p> <p>20.2 Notice of termination by an employee</p> <p>The notice of termination required to be given by an employee is the same as that required of an employer, except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.</p> <table border="1" data-bbox="210 632 887 877"> <thead> <tr> <th>Years of service</th> <th>Period of notice</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </tbody> </table> <p>If an employee fails to give the required notice, the employer may withhold any money due to the employee on termination under this award or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause, less any period of notice actually given by the employee.</p> | Years of service | Period of notice | Not more than 1 year | 1 week | More than 1 year but not more than 3 years | 2 weeks | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks | <p>Part 8—Termination of employment and Redundancy</p> <p>E. Termination of employment</p> <p>NOTE: The National Employment Standards set out requirements for notice of termination by an employer. See <u>Part 2.2, Division 11 of the Fair Work Act</u>.</p> <p>E.1 Notice of termination by an employee</p> <p>(a) An employee must give the employer written notice of termination in accordance with <u>Table x—Period of notice</u> of at least the period specified in Column 2 according to the period of continuous service of the employee specified in Column 1.</p> <p>Table x—Period of Notice</p> <table border="1" data-bbox="1121 737 1828 1129"> <thead> <tr> <th>Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given</th> <th>Column 2 Period of notice</th> </tr> </thead> <tbody> <tr> <td>Not more than 1 year</td> <td>1 week</td> </tr> <tr> <td>More than 1 year but not more than 3 years</td> <td>2 weeks</td> </tr> <tr> <td>More than 3 years but not more than 5 years</td> <td>3 weeks</td> </tr> <tr> <td>More than 5 years</td> <td>4 weeks</td> </tr> </tbody> </table> <p>(b) If an employee fails to give the required period of notice in accordance with <u>Table x—Period of notice</u>, the employer may deduct the amount that would otherwise be payable to the employee (on termination under this award or the National Employment Standards) for the period of notice not given by the employee.</p> | Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given | Column 2 Period of notice | Not more than 1 year | 1 week | More than 1 year but not more than 3 years | 2 weeks | More than 3 years but not more than 5 years | 3 weeks | More than 5 years | 4 weeks | <p>Most (98 of the 122) modern awards contain the same Termination of employment clause as the Pharmacy Industry Award. The differences are mostly the inclusion of additional clauses (e.g. provisions for abandonment of employment) or different notice periods for certain classifications. See Attachment A for a list of awards.</p> <p>Cl. E.1</p> <p>Clause 20.2 of the exposure draft contained 2 long sentences separated by a Table.</p> <p>Clause E.1 is split into separate paragraphs, one dealing with the period of notice and the other with the deduction that may be made by the employer if the employee does not give the required period of notice.</p> |
| Years of service | Period of notice | | | | | | | | | | | | | | | | | | | | | |
| Not more than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | |
| More than 1 year but not more than 3 years | 2 weeks | | | | | | | | | | | | | | | | | | | | | |
| More than 3 years but not more than 5 years | 3 weeks | | | | | | | | | | | | | | | | | | | | | |
| More than 5 years | 4 weeks | | | | | | | | | | | | | | | | | | | | | |
| Column 1 Employee’s period of continuous service with the employer at the end of the day the notice is given | Column 2 Period of notice | | | | | | | | | | | | | | | | | | | | | |
| Not more than 1 year | 1 week | | | | | | | | | | | | | | | | | | | | | |
| More than 1 year but not more than 3 years | 2 weeks | | | | | | | | | | | | | | | | | | | | | |
| More than 3 years but not more than 5 years | 3 weeks | | | | | | | | | | | | | | | | | | | | | |
| More than 5 years | 4 weeks | | | | | | | | | | | | | | | | | | | | | |

| EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|---|---|--|
| <p><i>Clause 21 is reproduced here for comparative purposes</i></p> <p>21. Redundancy</p> <p>21.1 Redundancy pay is provided for in the NES.</p> | <p>F. Redundancy</p> <p>NOTE: The National Employment Standards set out requirements for Redundancy pay. See <u>Part 2.2, Division 11, Subdivision B of the Fair Work Act</u>.</p> <p>NOTE: Clause <u>27—Consultation about major workplace change</u> sets out requirements to consult about major workplace change, including changes that may involve redundancy.</p> | <p>Most (99 of the 122) modern awards contain the same Redundancy clause as the Pharmacy Industry Award. The differences are most commonly the inclusion of additional clauses (e.g. provisions for small business) or omission of provisions (e.g. job search entitlement). See Attachment A for a list of awards.</p> |
| <p><i>Clause 21.2 is reproduced here for comparative purposes</i></p> <p>21.2 Transfer to lower paid duties</p> <p>Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as if the employment had been terminated and the employer may, at the employer’s option, make payment instead. The payment will be equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.</p> | <p>G. Transfer to lower paid job on redundancy</p> <p>NOTE: The National Employment Standards set out Notice of termination and redundancy pay requirements. See <u>Part 2.2, Division 11 of the Fair Work Act</u>.</p> <p>G.1 Clause G applies if the employer:</p> <ul style="list-style-type: none"> (a) no longer requires the job (the old job) being performed by an employee to be performed by anyone; and (b) wishes to transfer the employee to a new job (the new job) at a lower classification and lower hourly rate of pay. <p>G.2 The employee is entitled to be given written notice of the transfer to a new classification of the same <i>minimum period of notice</i> as the employee would be entitled to for a notice of termination.</p> <p>G.3 If the employer transfers the employee to the new classification before the end of the <i>minimum period of notice</i>, the employee is entitled to receive a payment from the employer.</p> <p>G.4 The amount of payment to which the employee is entitled under clause <u>G.3</u> is the difference between A and B where:</p> <ul style="list-style-type: none"> (a) A is the <i>full rate of pay</i> for the hours the employee would have worked in the old job had the employee continued to be employed in that job until the end of the minimum period of notice; and (b) B is the <i>full rate of pay</i> to which the employee is entitled for working in the new job until the end of the minimum period of notice. <p>NOTE: See <u>section 18 of the Fair Work Act</u> for the meaning of “<i>full rate of pay</i>”.</p> | <p>Clause 21.2 of the exposure draft has been moved into a separate clause that has 4 subclauses. The aim of plain language drafting is make the document as simple and easy to understand as possible. Doing this may involve having a longer provision, as is the case here. Each subclause deals with one topic in a logical sequence with the first subclause setting out when the clause applies.</p> <p>The exposure draft and current award refer to ‘ordinary time rate of pay’ (believed to be from a test case) for the notice period pay rate. The <i>full rate of pay</i> is taken from the Fair Work Act.</p> |

| EXPOSURE DRAFT – Pharmacy Industry Award 2014 (revised 25 September 2015) | Plain language re-draft | Drafter comments |
|--|---|---|
| <p><i>Clause 21.3 is reproduced here for comparative purposes</i></p> <p>21.3 Employee leaving during notice period</p> <p>An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.</p> | <p>H. Employee leaving during redundancy notice period</p> <p>H.1 Clause H applies if an employee has been given written notice of termination of employment by their employer in circumstances in which the employee is entitled to redundancy pay. (See <u>section 119 of the Fair Work Act</u>).</p> <p>H.2 The employee may terminate their employment at any time during the <i>minimum period of notice</i> required to be given by their employer. (See <u>section 117 of the Fair Work Act</u>).</p> <p>H.3 The requirement for the employer to pay the employee at the <i>full rate of pay</i> for the hours the employee would have worked had the employee continued to be employed until the end of the <i>minimum period of notice</i> is not affected by the early termination of employment by the employee.</p> <p>NOTE: See <u>section 18 of the Fair Work Act</u> for the meaning of “<i>full rate of pay</i>”.</p> | <p>Clause 21.3 of the exposure draft has been moved into a separate clause that has multiple subclauses resulting in a longer, but more readily understandable provision. Each subclause deals with one topic in a logical sequence with the first subclause setting out when the clause applies.</p> |
| <p><i>Clauses 20.3 and 21.4 are reproduced here for comparative purposes</i></p> <p>20.3 Job search entitlement</p> <p>Where an employer has given notice of termination to an employee, an employee must be allowed up to one day’s time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.</p> <p>21.4 Job search entitlement</p> <p>(a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day’s time off without loss of pay during each week of notice for the purpose of seeking other employment.</p> <p>(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.</p> <p>(c) This entitlement applies instead of clause 20.3.</p> | <p>I. Job search entitlement</p> <p>I.1 Where an employer has given an employee written notice of termination of employment, the employer must allow the employee paid time off of up to one day over the period of notice for the purpose seeking other employment.</p> <p>I.2 However, clause <u>I.3</u> applies if an employee has been given written notice of termination of employment in circumstances in which the employee is entitled to redundancy pay.</p> <p>NOTE: See <u>section 119 of the Fair Work Act</u>.</p> <p>I.3 The employer must allow the employee, during the <i>minimum period of notice</i>, paid time off of up to one day each week for the purpose of seeking other employment.</p> <p>NOTE: See <u>section 117 of the Fair Work Act</u>.</p> <p>I.4 If the employee is allowed paid time off of more than one day per week during the <i>minimum period of notice</i> for the purpose of the employee seeking other employment, the employee must, at the request of the employer, produce proof of attendance at a job interview.</p> <p>I.5 A statutory declaration is sufficient for the purpose of clause <u>I.4</u>.</p> <p>I.6 An employee who fails to produce proof when required under clause <u>I.4</u> is not entitled to be paid for the time off in excess of one day per week.</p> <p>I.7 Time off under clause <u>I</u> is to be taken at times that are convenient to the employee after consultation with the employer.</p> | <p>This is an example of two subclauses from the exposure draft from different clauses (Termination of employment and Redundancy) dealing with the same topic being combined into a new clause that just deals with the topic of job search entitlements.</p> |

Modern awards that contain the model term of standard clause

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|----------|---|-------------------|--------------|-----------------------|---------------------------|-----------------------|
| MA000115 | <i>Aboriginal Community Controlled Health Services Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000018 | <i>Aged Care Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000046 | <i>Air Pilots Award 2010</i> | ✓ | ✓ | ✓ | x | x |
| MA000047 | <i>Aircraft Cabin Crew Award 2010</i> | ✓ | ✓ | ✓ | ✓ | Additional provisions |
| MA000048 | <i>Airline Operations—Ground Staff Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000049 | <i>Airport Employees Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000092 | <i>Alpine Resorts Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000060 | <i>Aluminium Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000098 | <i>Ambulance and Patient Transport Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000080 | <i>Amusement, Events and Recreation Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000118 | <i>Animal Care and Veterinary Services Award 2010</i> | ✓ | ✓ | ✓ | x | ✓ |
| MA000114 | <i>Aquaculture Industry Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000079 | <i>Architects Award 2010</i> | ✓ | ✓ | ✓ | x | ✓ |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|---|--------------------------|-----------------------|---------------------------|----------------------------------|-----------------------|
| MA000054 | <i>Asphalt Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000019 | <i>Banking, Finance and Insurance Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000001 | <i>Black Coal Mining Industry Award 2010</i> | ✓ | ✓ | ✓ | x | x |
| MA000078 | <i>Book Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000091 | <i>Broadcasting and Recorded Entertainment Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000020 | <i>Building and Construction General On-site Award 2010</i> | ✓ | ✓ | Additional provisions | Additional provisions | x |
| MA000021 | <i>Business Equipment Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000095 | <i>Car Parking Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000055 | <i>Cement and Lime Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000070 | <i>Cemetery Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000120 | <i>Children's Services Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000022 | <i>Cleaning Services Award 2010</i> | ✓ | Additional provisions | Additional provisions | ✓ | Additional provisions |
| MA000002 | <i>Clerks—Private Sector Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000045 | <i>Coal Export Terminals Award 2010</i> | ✓ | ✓ | ✓ | x | x |
| MA000083 | <i>Commercial Sales Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|---|--------------------------|---------------------|---------------------------|----------------------------------|-----------------------|
| MA000056 | <i>Concrete Products Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000023 | <i>Contract Call Centre Award 2010</i> | ✓ | ✓ | Additional provisions | Additional provisions | ✓ |
| MA000110 | <i>Corrections and Detention (Private Sector) Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000024 | <i>Cotton Ginning Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000085 | <i>Dredging Industry Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | x |
| MA000096 | <i>Dry Cleaning and Laundry Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000075 | <i>Educational Services (Post-Secondary Education) Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | ✓ |
| MA000076 | <i>Educational Services (Schools) General Staff Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000077 | <i>Educational Services (Teachers) Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | x |
| MA000088 | <i>Electrical Power Industry Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000025 | <i>Electrical, Electronic and Communications Contracting Award 2010</i> | ✓ | ✓ | ✓ | ✓ | Additional provisions |
| MA000003 | <i>Fast Food Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000111 | <i>Fire Fighting Industry Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|---|--------------------------|---------------------|---------------------------|----------------------------------|-------------------|
| MA000094 | <i>Fitness Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000073 | <i>Food, Beverage and Tobacco Manufacturing Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000105 | <i>Funeral Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000101 | <i>Gardening and Landscaping Services Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000061 | <i>Gas Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000004 | <i>General Retail Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000026 | <i>Graphic Arts, Printing and Publishing Award 2010</i> | ✓ | ✓ | Additional provisions | Additional provisions | ✓ |
| MA000005 | <i>Hair and Beauty Industry Award 2010</i> | ✓ | ✓ | Minor variations | ✓ | ✓ |
| MA000027 | <i>Health Professionals and Support Services Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000006 | <i>Higher Education Industry—Academic Staff—Award 2010</i> | FB | ✓ | ✓ | Additional provisions | ✓ |
| MA000007 | <i>Higher Education Industry—General Staff—Award 2010</i> | ✓ | ✓ | ✓ | ✓ | No provisions |
| MA000008 | <i>Horse and Greyhound Training Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000028 | <i>Horticulture Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000009 | <i>Hospitality Industry (General) Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | Minor differences |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|---|--------------------------|---------------------|---------------------------|----------------------------------|-----------------------|
| MA000064 | <i>Hydrocarbons Field Geologists Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000062 | <i>Hydrocarbons Industry (Upstream) Award 2010</i> | ✓ | ✓ | ✓ | x | Additional provisions |
| MA000029 | <i>Joinery and Building Trades Award 2010</i> | ✓ | ✓ | ✓ | ✓ | Additional provisions |
| MA000067 | <i>Journalists Published Media Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000099 | <i>Labour Market Assistance Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000116 | <i>Legal Services Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000081 | <i>Live Performance Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | ✓ |
| MA000112 | <i>Local Government Industry Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000117 | <i>Mannequins and Models Award 2010</i> | ✓ | ✓ | ✓ | ✓ | Additional provisions |
| MA000010 | <i>Manufacturing and Associated Industries and Occupations Award 2010</i> | ✓ | ✓ | ✓ | ✓ | Additional provisions |
| MA000093 | <i>Marine Tourism and Charter Vessels Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000050 | <i>Marine Towage Award 2010</i> | ✓ | ✓ | ✓ | x | ✓ |
| MA000086 | <i>Maritime Offshore Oil and Gas Award 2010</i> | ✓ | ✓ | ✓ | x | x |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|--|--------------------------|---------------------|---------------------------|----------------------------------|-------------------|
| MA000030 | <i>Market and Social Research Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000059 | <i>Meat Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000031 | <i>Medical Practitioners Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000011 | <i>Mining Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000104 | <i>Miscellaneous Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000032 | <i>Mobile Crane Hiring Award 2010</i> | ✓ | ✓ | ✓ | ✓ | x |
| MA000033 | <i>Nursery Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | ✓ |
| MA000034 | <i>Nurses Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000072 | <i>Oil Refining and Manufacturing Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000063 | <i>Passenger Vehicle Transportation Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000035 | <i>Pastoral Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000097 | <i>Pest Control Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000069 | <i>Pharmaceutical Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000012 | <i>Pharmacy Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000036 | <i>Plumbing and Fire Sprinklers Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | x |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|---|--------------------------|---------------------|---------------------------|----------------------------------|-------------------|
| MA000051 | <i>Port Authorities Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000052 | <i>Ports, Harbours and Enclosed Water Vessels Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | ✓ |
| MA000074 | <i>Poultry Processing Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000057 | <i>Premixed Concrete Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000108 | <i>Professional Diving Industry (Industrial) Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000109 | <i>Professional Diving Industry (Recreational) Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000065 | <i>Professional Employees Award 2010</i> | ✓ | ✓ | ✓ | x | ✓ |
| MA000037 | <i>Quarrying Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000013 | <i>Racing Clubs Events Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000014 | <i>Racing Industry Ground Maintenance Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000015 | <i>Rail Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000106 | <i>Real Estate Industry Award 2010</i> | ✓ | ✓ | ✓ | x | ✓ |
| MA000058 | <i>Registered and Licensed Clubs Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000119 | <i>Restaurant Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000039 | <i>Road Transport (Long Distance Operations) Award 2010</i> | ✓ | ✓ | ✓ | Additional provisions | ✓ |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|---|--------------------------|-----------------------|---------------------------|----------------------------------|-----------------------|
| MA000038 | <i>Road Transport and Distribution Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000107 | <i>Salt Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | x |
| MA000068 | <i>Seafood Processing Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000122 | <i>Seagoing Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | x |
| MA000016 | <i>Security Services Industry Award 2010</i> | ✓ | Additional provisions | ✓ | ✓ | Additional provisions |
| MA000040 | <i>Silviculture Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000100 | <i>Social, Community, Home Care and Disability Services Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000082 | <i>Sporting Organisations Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000121 | <i>State Government Agencies Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000053 | <i>Stevedoring Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000084 | <i>Storage Services and Wholesale Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000087 | <i>Sugar Industry Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | Additional provisions |
| MA000103 | <i>Supported Employment Services Award 2010</i> | Additional provisions | ✓ | ✓ | ✓ | ✓ |

| Code | Award title | Award flexibility | Consultation | Dispute resolution | Termination of employment | Redundancy |
|-------------|--|--------------------------|-----------------------|---------------------------|----------------------------------|-----------------------|
| MA000066 | <i>Surveying Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000041 | <i>Telecommunications Services Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000017 | <i>Textile, Clothing, Footwear and Associated Industries Award 2010</i> | Additional provisions | Additional provisions | Additional provisions | ✓ | Additional provisions |
| MA000071 | <i>Timber Industry Award 2010</i> | ✓ | ✓ | Additional provisions | Additional provisions | ✓ |
| MA000042 | <i>Transport (Cash in Transit) Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000102 | <i>Travelling Shows Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000089 | <i>Vehicle Manufacturing, Repair, Services and Retail Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000043 | <i>Waste Management Award 2010</i> | ✓ | ✓ | Additional provisions | ✓ | ✓ |
| MA000113 | <i>Water Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000090 | <i>Wine Industry Award 2010</i> | ✓ | ✓ | ✓ | ✓ | ✓ |
| MA000044 | <i>Wool Storage, Sampling and Testing Award 2010</i> | FB | ✓ | ✓ | ✓ | ✓ |
| | Number of modern awards that contain the model term as it appears in the Pharmacy Industry Award 2015 exposure draft | 118 | 119 | 101 | 98 | 99 |