

IN THE FAIR WORK COMMISSION

4 Yearly Review of Modern Awards

National Disability Services

Submission – AM2018/26

Social, Community, Home Care and Disability Services Industry Award 2010

Substantive Issues Tranche 2 – Claims advanced by ABI and others

Introduction

1. National Disability Services (NDS) makes the following submission pursuant to the Directions made on 13 May 2019 and amended on 28 June 2019.
2. This submission is in support of the variations proposed by Australian Business Industrial, the NSW Business Chamber, Aged & Community Services Australia and Leading Age Services Australia (ABI & others).
3. ABI & others filed a draft determination on 2 April 2019. The draft determination provided for substantive changes in relation to provisions of the *Social, Community, Home Care and Disability Services Industry Award 2010* (SCHADS, or the Award) regarding:
 - a) Ordinary hours of work;
 - b) Client cancellation; and
 - c) Remote response work and consequential amendments to the clause relating to on call allowance and also to the clause for recall to work overtime.

A. Ordinary hours of work

Variation to Clause 25.1 – ordinary hours of work

4. Clause 25.1 of the Award currently prescribes three ways in which fulltime hours may be worked.
 - (a) *The ordinary hours of work will be 38 hours per week or an average of 38 hours per week and will be worked either:*
 - (i) *in a week of five days in shifts not exceeding eight hours each;*
 - (ii) *in a fortnight of 76 hours in 10 shifts not exceeding eight hours each; or*
 - (iii) *in a four week period of 152 hours to be worked as 19 shifts of eight hours each, subject to practicality.*
 - (b) *By agreement, the ordinary hours in clause 1.1(a) may be worked up to 10 hours per shift.*
5. The list is exhaustive and on the face of it does not permit alternative arrangements for fulltime work.

6. The effect of the current clause is that it prevents other arrangements from being mutually agreed. For example, it does not permit an employee to work a compressed 4 day working week of shifts of 9 hours 30 minutes each, and having the benefit of three consecutive days off as a long weekend.
7. The draft determination retains the current protections for employees in relation to a default maximum shift of 8 hours which can only be increased, to a maximum of 10 hours, by mutual agreement between the employer and employee.
8. The effect of the changes to clause 25.1 would simply be that the ordinary hours of work for a fulltime employee are subject to the same constraints as currently apply in relation to shift length, span of hours and rest breaks, but allows an employer and employee to agree on a wider range of mutually agreeable arrangements within those constraints.
9. The draft determination has no effect on other key hours of work provisions such as the span of hours (clause 25.2) or rest breaks between shifts (clause 25.3).
10. NDS submits that the restriction of fulltime hours of work to the three formulations allowed by the current clause 25.1 (a) is unnecessary and limits flexibility and options for work life balance for the employee.

Variation to clause 25.4 – Rest breaks between rostered work

11. It is proposed by ABI & others that clause 25.4 (a) be varied by the deletion of the phrase “or period of work”. The phrase in question does not seem to serve any particular purpose that is not already covered by the term “shift” in the same clause. The phrase “period of work” is not used anywhere else in the award in relation to hours of work and so its deletion simply helps with clarity.

Variation to clause 25.5(d) - Rosters

12. It is also proposed that clause 25.5(d)(ii) be varied to allow a roster to be varied at any time by mutual agreement, or where the employee is absent on specified types of paid leave.
13. The ability to change the roster by mutual agreement facilitates reasonable flexibility without restricting the rights of employees. An example might be if two employees approach their employer to swap shifts at short notice for non-urgent reasons. The current provision appears to mean that if an employee and employer genuinely agree to such a change with less than 7 days’ notice, they may be in breach of the award.
14. The specification of the types of paid leave relevant to the ability to change the roster at short notice serves to update the provision in relation to the range of leave entitlements that are available for use in situations that can occur at short notice, such as family and domestic violence.
15. The proposed variation does not confer on the employer any new expanded right to roster at short notice without the agreement of the employee.

Conclusion

16. The variations in the terms sought for the ordinary hours of work and rostering provisions would be consistent with the modern awards objective, in particular the need to promote

flexible modern work practices and efficient and productive performance of work (s136 (d) of the Act).

B. Client cancellation

17. Clause 25.5 (f) currently prescribes arrangements for when a client cancels a rostered home care service. The clause only applies to home care services and so appears to only apply to workers classified in accordance with Schedule E of the Award as Home Care Employees.
18. The current clause allows an employer to withhold payment to the employee provided notice of the cancellation is given by 5pm of the day prior to the rostered shift. It also enables the employer to direct the employee to work make up time in exchange for payment, as set out below.

(f) Client cancellation

(i) Where a client cancels or changes the rostered home care service, an employee will be provided with notice of a change in roster by 5.00 pm the day prior and in such circumstances no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.

(ii) The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the employer's business providing the employee has the skill and competence to perform the work.

19. The proposed variation does three things:
 - a) It removes the option of withholding payment from a worker in the event of a cancellation;
 - b) It extends the operation of the clause to disability support work; and
 - c) It provides more flexibility around the timetabling of make up time.

Payment in the event of client cancellation

20. The proposal from ABI & others removes the ability of the employer to withhold payment to an employee in the event of a client cancellation where notice has been provided by 5pm the previous day.
21. Instead, it is proposed that a more flexible approach to make up time is a more appropriate way to deal with the operational difficulties that arise from client cancellations.
22. NDS supports this approach as the current provision for home care employees would appear onerous, while at the same time, employers face genuine operational difficulties in relation to client cancellations.

Application of client cancellation provisions to disability services

23. NDS submits that the implementation of the National Disability Insurance Scheme (NDIS) has resulted in a major expansion in the amount of disability support work being performed for individual clients in private residences and community settings. Client cancellations are an

increasingly common occurrence in disability services, usually for perfectly legitimate reasons such as illness of the client.

24. The NDIS commenced in 2013 and previous submissions and evidence in these proceedings, including from the union parties, have attested to the fundamental changes occurring in the organisation of work under the NDIS.
25. A result of the changes under NDIS is that client cancellation in disability services is a much greater operational issue than was the case at the time of the making of the modern award in 2010. It is therefore appropriate to revisit the issue in the context of this four yearly review.
26. NDS also refers to the witness statement of Steven Miller, from Endeavour Foundation, filed in these proceedings as evidence in relation to this matter.
27. Mr Miller reports that cancellations are a frequent occurrence in his organisation with around 50 cancellations per month across the services of Endeavour Foundation.¹

Flexibility and make up time

28. As a practical reality, it is not always possible to simply allocate a support worker to another customer when there has been a cancellation. In the example of Endeavour Foundation, the practice (consistent with the award rostering requirements) is to ensure rosters are set 2 weeks in advance which means that support workers are already allocated to customers by the time a cancellation occurs. Mr Miller reports that even where another service becomes available to be filled at short notice, a particular support worker might not be able to cater to the specific needs of the client if they have not undergone specific training or orientation².
29. NDS submits that additional considerations include the personal preference of clients regarding which worker is assigned to provide their support. This is a fundamental aspect of choice and control for people with disabilities under the NDIS and reflected in care plans negotiated with clients. The personal preference of clients regarding the identity of their workers is an additional constraint on the ability to reallocate work.
30. The NDIS Price Guide for 2019-2020 has modified funding arrangements in the event of client cancellation. Specifically, providers can claim 90% of the charge for the cancelled appointment where the client provides up to 2 days' notice, and there is no cap on the number of times this can be done. The Guide states³:

Where a provider has a short notice cancellation (or no show) they are able to recover 90% of the fee associated with the activity, subject to the terms of the service agreement with the participant.

A cancellation is a short notice cancellation (or no show) if the participant has given

- *less than 2 clear business days' notice for a support that is less than 8 hours continuous duration and worth less than \$1000; and*

¹ Statement of Steven Miller [40-41]

² Miller [43-46]

³ NDIS Price Guide 2019-2020, (1 July 2019), pages 12-13

- *less than 5 clear business days' notice for any other support.*

There is no limit on the number of short notice cancellations (or no shows) that a provider can claim in respect of a participant.

However, providers have a duty of care to their participants and if a participant has an unusual number of cancellations then the provider should seek to understand why they are occurring.

The NDIA will monitor claims for cancellations and may contact providers who have a participant with an unusual number of cancellations.

31. The changes for 2019-2020 mean that the financial impact on the employer of a cancellation made with 2 days' notice is slightly reduced compared to previous years, because the previous cap of payment for a maximum of 8 occasions per year has been removed.
32. Nevertheless, client cancellation remains a problem. An employer still needs to be able to reallocate work in the event of a cancellation, if other work is available. An example where this is important for reasons of efficiency and productivity, is if the worker can be redeployed to backfill for another worker on unplanned personal leave.
33. Notwithstanding the changes to the arrangements for cancellations under the NDIS Price Guide, the employer still has a problem in relation to cancellations made with more than 2 days' notice but less than 7 days. If no other work is available to be allocated to the worker, then the worker is paid without having to perform work, and the employer is unable to charge the customer for this. Furthermore, clause 25.5 (d) limits the ability of an employer to change a roster with less than 7 days' notice to situations of illness or emergency.
34. The current clause 25.5(f) deals with this situation for home care workers by providing the option using make up time by the end of the following fortnightly period.
35. The proposed new clause 25.5(f) extends this option to disability support workers, but also extends the time available for the employer to find suitable work to 3 months.
36. NDS submits that an extended period is needed to enable suitable work to be found for the working of make-up time because of the difficulty of matching appropriate workers to individual clients⁴.
37. Client choice and control in the operation of the NDIS is also a factor in the need for an extended period to organise make up time, because the individual client has enhanced negotiating power with providers in relation to the timetabling of supports, as well as the identity of the worker as previously mentioned. The provider cannot unilaterally schedule work for their own administrative convenience without reference to the client.
38. The proposed variation provides that the employee must be consulted in accordance with clause 8A about rostering the make-up time.
39. If make up time is to be performed it must be rostered, in accordance with the relevant award clause (25.5(a)), which means the onus is on the employer to use the provision. It cannot be delayed indefinitely but must be arranged by the employer within 3 months. This

⁴ Miller, [43-46]

provides reasonable certainty for the employee about the expectations around future make up time that may be required of them.

40. NDS supports the proposed variation to the client cancellation provisions. The variations would be consistent with the modern awards objective, in particular the need to promote flexible modern work practices and efficient and productive performance of work (s136 (d) of the Act).

E. Remote response

41. The award is currently silent on how to deal with work performed outside ordinary rostered hours that does not require travel to a physical workplace. This has the potential to create confusion and disputation around the application of clause 28.4 which deals with recall to work overtime.
42. Since the making of this modern award in 2010 there has been a rapid growth in the use of technology to enable remote working arrangements.
43. NDS is aware that on call arrangements are widely used throughout the social and community services sector, not just in disability services. The purpose of on call varies but includes availability for dealing with client emergencies, ensuring frontline workers can access advice from senior employees for non-routine circumstances, and in the context of the NDIS, handling short term rostering issues such as client cancellation or employee absences.
44. The draft determination filed by ABI & others seeks to do a number of things that clarify the operation of the Award, while ensuring reasonable protections for employees.
45. The first proposal is to vary clause 20.9 to the effect that the on call allowance applies to workers who are required to be on call, with on call defined to include availability for remote response duties in addition to the existing requirement of *“available for recall to duty”*.
46. The second proposal is to insert a new clause 20.10 which deals with the category of work called remote response. It defines such work as the type of work that is very common in the twenty first century, including using email and phones to respond to work requirements.
47. The key difference between remote response duties and recall to duty, is that recall to duty requires physical travel to a workplace from the employee’s private out of hours location.
48. The current clause 28.4 deals with recall to work overtime after the employee has left the employers’ premises and provides for payment for a minimum of two hours of work. The purpose of the two hours’ minimum payment is to compensate the employee for the time, inconvenience and costs associated with travel to the workplace. In this respect it is analogous to a minimum engagement payment. The work performed is overtime because it is not rostered ordinary hours, and is paid at the appropriate rate for the employee.
49. NDS submits that clause 28.4 as it stands does not apply to an employee who responds to a phone call or email while on call but who does not need to travel to a workplace. However, we are aware of the potential for confusion in relation to this and support the need for the Award to be amended to remove any ambiguity.

50. The effect of the draft determinations for variations to clauses 20.8 and 28.4, and a new clause 20.9 would be to remove any ambiguity and also to set reasonable minimum entitlements for employees who perform remote response duties.
51. NDS submits that when an employee performs remote response duties while on call, the work does not meet the definition of ordinary hours or a rostered shift because the work itself is not timetabled or rostered. The employee is rostered and paid an on call allowance as compensation for keeping themselves available to work. There is no certainty as to whether they will be required to perform any work at all.
52. In the event that remote response duties need to be performed, the work will therefore be overtime. If the matter was left there, the employer would simply be required to pay overtime for the exact amount of time worked. NDS submits that this leads to some practical administrative difficulties with tracking short duration tasks. It also potentially does not adequately compensate for the disruption associated with short tasks at unpredictable intervals. The draft variation addresses this by proposing a minimum payment of 15 minutes.
53. In addition, by its nature, on call is usually used for out of normal office hours availability. This includes overnight and raises the prospect of employees having their sleep disturbed by late night calls. The proposal from ABI & others recognises the need to compensate employees for the disruption associated with calls during the night by providing for a one hour minimum payment for remote response duties performed between the hours of 10pm to 6am.
54. The draft variation then sets out administrative requirements for ensuring accurate record keeping and facilitating the operation of the clause.
55. NDS submits that this proposal removes ambiguity about the operation of the Award in relation to on call and recall.
56. The draft determination also fill a gap in the safety net for employees who are required to perform remote response duties, by specifying reasonable minimum payments for such work in compensation for the interruptions and inconvenience imposed, while not requiring the employer to match the compensation required for a physical recall to a different location.
57. NDS supports the proposed variations to establish entitlements in relation to remote response duties and the consequential amendments to the on call and recall provisions of the Award.



Michael Pegg

on behalf of National Disability Services

2 July 2019

BEFORE THE FAIR WORK COMMISSION

MATTER NO. AM2018/26

S.156 – FOUR YEARLY REVIEW OF MODERN AWARDS – SOCIAL, COMMUNITY, HOME CARE AND DISABILITY SERVICES INDUSTRY AWARD 2010

Statement of Steven Miller

I, Steven Miller, of [REDACTED] say:

1. I am employed by Endeavour Foundation as the Head of Operations, Service Delivery.
2. I commenced with Endeavour Foundation on 19th November 2018. My role involves the leadership of Endeavours Support Services including billing, rostering and the NDIS support function (policy, process, customer onboarding and funding management).
3. Prior to my current role I have held numerous leadership roles in the community services sector encompassing Aged Care, Carer Support and NDIS services. These roles included NDIS Lead for Vision Australia, Customer Service Manager for Uniting Vic Tas and Customer Service Manager for Uniting LifeAssist.
4. I hold a Graduate Diploma in Business and a Masters of Business Administration.
5. I make this statement on the basis of my own knowledge and inquiries, save where otherwise stated. Where I make statements based on information provided to me by others, I believe such information to be true.

Endeavour Foundation

6. Endeavour Foundation was established in 1951 by a group of parents of children with an intellectual disability. The purpose was to provide more educational options and opportunities in life for children with intellectual disabilities.
7. Today Endeavour Foundation exists to make possibilities a reality for people living with disability and achieves this by collaborating with our customers to imagine the possibilities and then work together to make them happen.
8. In the 68 years since being established, Endeavour Foundation has grown to a major provider of a range of disability services. Under the NDIS Endeavour provides services to over 800 customers in accommodation (Supported Independent Living), over 2000 supported employees in supported employment services (Assisted Disability Employment Facilities) and over 500 customers in home and community participation supports (Learning and Lifestyle Centres).

9. Endeavour Foundation operates across Queensland, New South Wales and Victoria.

Workforce of Endeavour Foundation

10. Endeavour Foundation employs 4684 people including 1260 Support Workers and 2106 Supported Employees.

11. The Support Worker workforce includes 236 full time, 901 part time and 123 casual employees.

12. Most of the support workforce in Queensland is covered by the Endeavour Foundation Union Collective Agreement 2009, but as a result of mergers, some staff in NSW and Victoria are employed under the Social, Community, Home Care and Disability Services Industry Award 2010 (SCHADS).

NDIS

13. The National Disability Insurance Scheme (NDIS) launched in July 2013, and has gradually rolled out across all Endeavour operations. Transition to the NDIS for all Endeavour customers will be complete in July 2019.

14. The NDIS is a transformational change in service approach for people with severe and profound physical and psychological disabilities. As a result, the rollout of the National Disability Insurance Scheme (NDIS) has required significant changes in the ways in which Endeavour Foundation organises its work.

15. A key purpose of NDIS is to provide participants with more choice and control over how they live their lives. This includes giving participants more control over the timing of when supports are delivered by their provider.

16. As a result of the introduction of the NDIS, Endeavours organisational systems and processes have been required to adapt to accommodate:

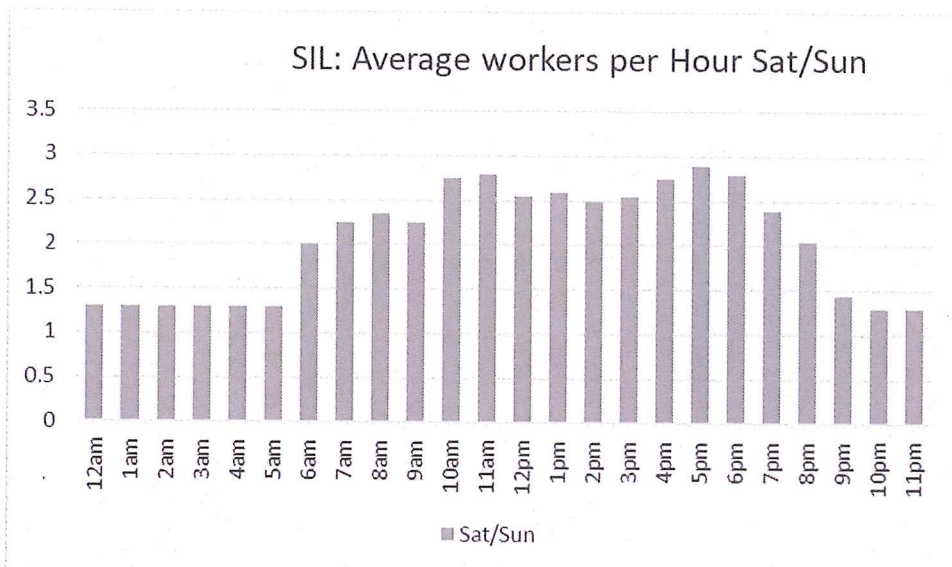
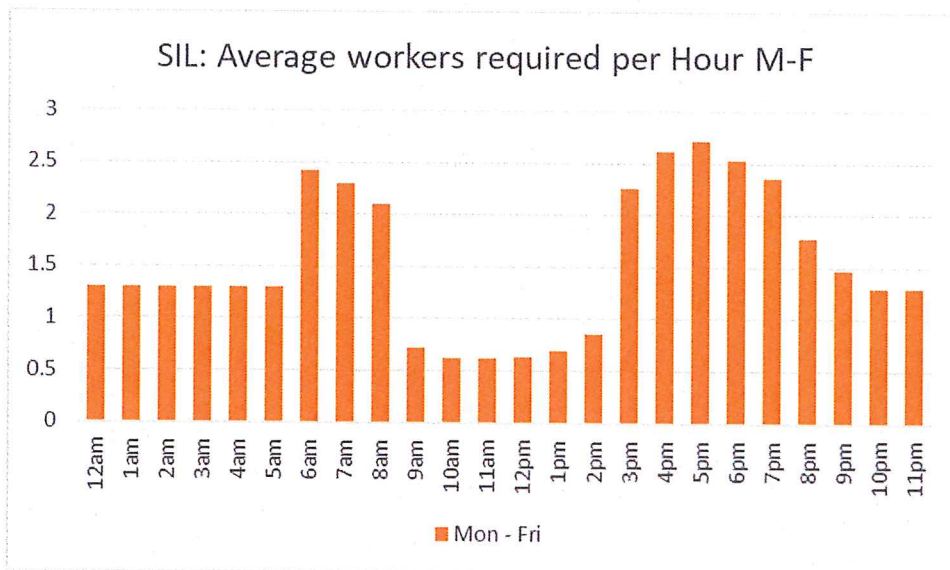
- a. Enhanced Customer control of their service options and usage of services
- b. A significantly expanded and competitive market model
- c. Payment and pricing systems tightly defined and controlled by NDIA

17. For Supported Independent Living (accommodation) services the NDIA undertakes the service provision planning with the customer directly, this customer plan then tightly defines the services and support ratios that the customer will receive. The NDIA will also approve a SIL quote per accommodation facility which defines the exact income that Endeavour can claim to deliver these services to all customers.

18. If Endeavour delivers services in these Supported Independent Living facilities over and above the customers plan or the SIL quote there is no mechanism to receive additional income and the services will be unfunded.
19. For in home supports the same restrictions apply. Customers services will be outlined in the customers plan and services pricing is capped. Customers also have the ability to choose what times they want to receive services.
20. The NDIS pricing structure incorporates tight assumptions in pricing. These pricing models are designed to provide value for both the customer and the NDIS and will only benefit "efficient" providers (NDIS Price Guide 2018/19). Registered Providers cannot charge over prices defined in the NDIS price guide.

Broken Shift

21. Our experience is that participants are asserting their preferences regarding the timing of supports. The result is that there are peaks and troughs of demand during the day.
22. The NDIS approves appointments for customers for Accommodation and In-Home services with a minimum appointment length of one hour in many cases.
23. Customers can choose when they receive services, most customers choose to have these services during peak times, these include morning from 6am to 9am and Evening for 3pm to 7pm.
24. In the data that is presented below, an appointment for a client is not necessarily the whole shift for an employee, as they may have other appointments, although sometimes it may be. The data is intended to show customer demand.
25. Below is a breakdown across 10 Endeavour Accommodation facilities (Approx. 40 customers) and the spread of hours approved in the relevant SIL quotes from the NDIS.



26. We can see that in accommodation services customers require supports primarily only during peak hours with an average appointment length of two hours in the morning (6-8) to get up and ready for work or recreation activities and an average of 4 hours in the evening to arrive home from work or recreational activities and prepare for bed.
27. This is mitigated somewhat on weekends when customers spend more time in the accommodation facilities.
28. In this way we are seeing customers exercise choice and control over the provision of services that would align with the preferences of people without disabilities.
29. Note that the hours indicated in the above data are the hours approved by the NDIA for these facilities and the only hours of service which Endeavour can claim revenue to deliver.
30. For In-Home Supports an analysis is also provided of 6 Endeavour Customers over a two-week roster period, results of appointment start times and average requested durations

are below. The term “shift” in these tables relates to individual customer supports, not necessarily an individual employee’s total shift.

Start Time	# Shifts	%	Average Shift Duration
5 AM	11	6%	2.5
6 AM	26	14%	2.4
7 AM	19	10%	1.8
8 AM	22	12%	4.0
9 AM	11	6%	4.5
10 AM	8	4%	3.9
12 PM	4	2%	1.0
1 PM	6	3%	1.7
2 PM	1	1%	2.0
3 PM	16	9%	2.0
4 PM	29	16%	1.9
5 PM	6	3%	1.5
6 PM	8	4%	1.0
7 PM	2	1%	1.0
8 PM	2	1%	1.5
9 PM	14	8%	2.5

Shift Length	# Shifts	%
1	31	17%
1.5	2	1%
2	83	45%
2.5	37	20%
3	3	2%
4	9	5%
5	4	2%
6	6	3%
6.25	10	5%

31. For In-Home Care 42% of all appointments have a start time between 5am and 9am with an average length of 2.7 hours. An additional 24% of appointments have a start time between 3pm and 4pm with an average length of 2 hours.
32. Overall for In-Home Care, 83% of appointments have a length between 1-2.5 hours with only 8% of requested appointments being in excess of 6 hours.
33. As additional information, below are some example rosters (employees and customer details redacted) to demonstrate the type of In-Home services approved by the NDIS and requested by customers.

Roster Calendar

Client: [REDACTED]		
Saturday, 15 June, 2019		
07:00 AM - 09:00 AM	15/06/2019	Employee: activities -
04:30 PM - 06:30 PM	15/06/2019	Employee: care activ
Sunday, 16 June, 2019		
07:00 AM - 09:00 AM	16/06/2019	Employee: activities -
04:30 PM - 06:30 PM	16/06/2019	Employee: care activ
Monday, 17 June, 2019		
06:30 AM - 08:30 AM	17/06/2019	Employee: activities -
04:30 PM - 06:30 PM	17/06/2019	Employee: activities -
Tuesday, 18 June, 2019		
07:00 AM - 09:00 AM	18/06/2019	Employee: care activ
04:30 PM - 06:30 PM	18/06/2019	Employee: activities -
Wednesday, 19 June, 2019		
06:30 AM - 08:30 AM	19/06/2019	Employee: activities -
02:00 PM - 04:00 PM	19/06/2019	Employee: & rec activ
04:30 PM - 06:30 PM	19/06/2019	Employee: activities -
Thursday, 20 June, 2019		
07:00 AM - 09:00 AM	20/06/2019	Employee: activities -
09:00 AM - 01:00 PM	20/06/2019	Employee: & rec activ
04:30 PM - 06:30 PM	20/06/2019	Employee: activities -
Friday, 21 June, 2019		
06:30 AM - 08:30 AM	21/06/2019	Employee: activities -
04:30 PM - 06:30 PM	21/06/2019	Employee: activities -
Saturday, 22 June, 2019		
07:00 AM - 09:00 AM	22/06/2019	Employee: activities -
04:30 PM - 06:30 PM	22/06/2019	Employee: activities -
Sunday, 23 June, 2019		
07:00 AM - 09:00 AM	23/06/2019	Employee: activities -
04:30 PM - 06:30 PM	23/06/2019	Employee: activities -

Monday, 17 June, 2019

06:00 AM - 08:00 AM	17/06/2019	Employee: [REDACTED] Assist with self care activities - Std
08:30 AM - 02:45 PM	17/06/2019	Employee: [REDACTED] Group based in a centre 1:3 - Weekday - Std
03:00 PM - 05:00 PM	17/06/2019	Employee: [REDACTED] Assist with self care activities - Std

Tuesday, 18 June, 2019

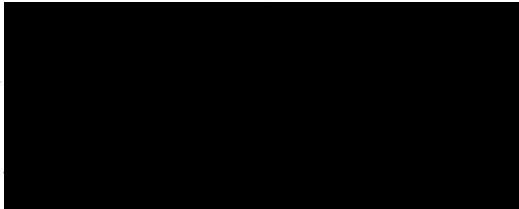
06:00 AM - 08:00 AM	18/06/2019	Employee: [REDACTED] Assist with self care activities - Std
08:30 AM - 02:45 PM	18/06/2019	Employee: [REDACTED] Group based in a centre 1:3 - Weekday - Std
03:00 PM - 05:00 PM	18/06/2019	Employee: [REDACTED] Assist with self care activities - Std
05:00 PM - 06:00 PM	18/06/2019	Employee: [REDACTED] House cleaning and other household activities

34. In example one we see a standard weekly in-home support service profile for a NDIS customer with shifts occurring at consistent peak times during the morning and afternoon.
35. In example two we see a customer moving between 1:1 services at peak times in-home and 1:3 services in a group based environment during the day.
36. Shorter support durations at peak morning and afternoon times are a requirement in the NDIS market. Customers are exercising their choice to have supports at these peak times.
37. Supports are required for short durations in the peak hours during the morning and afternoon to allow customers to attend employment and day programs, and allow them to live a normal lifestyle
38. The inability to roster broken shifts would severely restrict the capability of Endeavours workforce to cover the services required.
39. The inability to allocate staff broken shifts would require Endeavour to engage a higher number of support workers working contracts with less hours to cover peak customer periods in both the morning and afternoon.

Customer Cancellation

40. From time to time participants need to cancel their appointments. This can be for a variety of circumstances and is often last minute.
41. Our data shows, that for Endeavours 1:1 support and Group Based Services we average over 50 cancellations per month.
42. For affected support workers it is not always possible to find alternative work immediately.
43. To meet customer requirements and to ensure safety of customers Endeavour aims to have all support shifts covered two weeks out from the service delivery date.
44. As a result, if a service is cancelled by the customer at the last minute there is not always an available support shift for the support worker to be allocated to.
45. Support workers who have their shifts cancelled will be allocated shifts should another staff member call in sick.
46. This may not be an available option if it is not a service the support worker normally undertakes as due to the specific care needs of customers support workers need to have been orientated and signed off to work in specific Endeavour services.

47. The NDIS price guide outlines that Endeavour can claim for up to 90% of the cost of a customer cancelled shift. This is only available if the customer cancels with less than 2 clear business days' notice.
48. There is not ability or recourse to funding if the client cancels before with more than two clear business days' notice.
49. If there is more than 2 day's notice, but less than 7 days, then for employees covered by the Award, our ability to change the employee's roster is restricted, and no payment can be claimed from the NDIS to cover the cancelled hours of work.
50. Only customer service shifts are funded under the NDIS. Moving staff to other types of work such as administration shifts would not be sustainable as these are not funded under customer plans.



28, 6, 2019.

Steven Miller

Head of Operations – Service Delivery

Endeavour Foundation