



SOUTH AYRSHIRE COUNCIL

**JOINT NEGOTIATING
COMMITTEE FOR TEACHERS**

**Keeping In Touch Days
(JNCT 1.5)**

1. Background

As part of the Government's policies on work and families, the concept of Keeping in Touch Days has been introduced for employees who are on maternity or adoption leave. Keeping In Touch Days are a formal arrangement to allow employees to undertake some kind of work and for keeping them informed during their period of maternity or adoption leave. The Code of Practice on Keeping In Touch days (a copy of which can be found on www.snct.org.uk/Appendix 2.10) gives clear guidance on how this should work in practice and places a requirement on Local Negotiating Committees to set up operational arrangements within each Council.

2. Arrangements Required Prior to Maternity/Adoption Leave Commencing

Head Teachers should be aware that prior to going on maternity leave they must have a meeting with the teacher to discuss whether the teacher wishes to utilise the Keeping In Touch Days, as participation is not compulsory on the part of the teacher.

If the teacher does wish to do so, discussion should take place and agreement reached on the following:

- The method of communications while the teacher is on maternity leave eg is contact always by telephone, letter or to their personal email address or can the employee access school email from home, is it through a colleague etc.
- Establish who wishes to initiate the first contact ie would the teacher prefer to contact the Head Teacher at the point they feel ready to become more aware of work issues or do they agree in advance a date when the Head Teacher should make the initial contact.
- Consider and agree what type of information the employee wishes to receive during the period of their maternity leave and how they will receive this.
- Consider how many days the teacher would wish to utilise for this arrangement up to a maximum of 10 days. Part days would be counted as whole days for the purpose of reckoning the days used but for payment purposes only hours worked would be paid for part days.

3. Record Keeping

Following the meeting with the teacher, Head Teachers are required to complete the form attached as Appendix B of this agreement and return a copy of Sections 1 to 3 to Human Resources in order that details of the agreement can be held in the employee's file. The form should contain details of the anticipated dates when the employee intends to carry out work and the type of activity they will carry out.

It is however recognised that the actual dates of work may not be known at the time of the meeting but the general areas of work to be undertaken will be known. The Head Teachers must complete the dates on the form once they are formally agreed with the employee and send a further copy to Human Resources.

4. Payment Arrangements

Payment will normally be made to the teacher once they have completed the total number of days they intend to Keep In Touch (KIT), up to a maximum of 10 days.

Where an employee is still in receipt of SMP/SAP or Maternity Allowance the payment for Keeping In Touch Days will be inclusive. For clarity this means :

- Where a KIT day is worked within the first 13 weeks of the teacher's maternity while they are still in full pay, they would receive no additional payment for the day or days worked.
- If the KIT day is worked during the next 26 weeks when the teacher is receiving SMP, they would have one day's SMP deducted from them and in its place they would be paid a day's pay at their normal rate of pay.
- If the KIT day is worked when the teacher is out of salary or maternity allowance, they would earn a day's normal salary.

Payment will normally take place once the teacher has completed all of their agreed KIT days and such payment will take into account the requirements listed in the bullet points above.

It should be noted that for the purposes of calculating the salary owed to the teacher, a day will be considered as their normal working daily hours based on 1/1645 of the annual salary. A teacher who is contracted to work part time will either be paid for the part time hours they normally work on that day or for the actual hours worked if lesser. If a part time member of staff (assuming 0.5 fte) works a full day rather than their normally contracted half day, this would be counted as two days work for the purposes of reckoning the maximum 10 days but one full day for the purpose of calculating salary.

In order to initiate a payment the Head Teacher must complete Sections 4 and 5 of the form and send to Human Resources who will arrange for payment at the next available pay period.

5. General Points

Teachers should not be put any pressure to utilise the days in covering for absence colleagues nor, in normal circumstances, should they be asked to regularly undertake duties such as preparation and correction for the temporary teacher who is covering for their period of maternity.

Head Teachers must ensure that the teacher is aware that contact can be made during this leave period to discuss such issues as return to work and this would not be counted under the formal Keeping in Touch arrangement.

APPENDIX A

SOUTH AYRSHIRE COUNCIL JOINT NEGOTIATING COMMITTEE FOR TEACHERS
ADMINISTRATION OF KEEPING IN TOUCH DAYS FOR TEACHING STAFF (JNCT1.5)

Section 1 - Personal Details of Teacher going on Maternity Leave

Name : _____ Employee Number: _____

Employing School: _____ Post Held: _____

Date Maternity due to commence: _____ Date of Meeting to discuss Keeping In Touch Days : _____

Section 2 - Practical Arrangements

Please detail in this section the agreement reached on how contact will be maintained.

Does teacher wish to utilise option of Keeping in Touch Days	
Who will initiate first contact during maternity	
Preferred method of communication	
Type of information teacher wishes to receive while on maternity leave	
How requested information will reach teacher	
What type of work employee would wish to undertake during the period of maternity (up to 10 days) – enter more detail in Section 4.	
Other agreements – please list	

Section 3 – Acceptance of Agreement (to be signed on day of meeting)

I confirm that the information contained in Sections 1, 2 and 4 of this form are an accurate reflection of the agreements reached in relation to Keeping in Touch Days. If these agreements require to change I will ensure sufficient notice is given to the other party to make suitable alternative arrangements.

Employee Signature _____

Head Teacher Signature _____

Section 4 - Anticipated Use of Keeping in Touch Days

Please detail in this section what activities will be undertaken. It is recognised that changes may take place to this section between initial planning stages and payment of actual days worked.

	<u>Activity Planned/Undertaken</u>	<u>Anticipated Hours Worked</u>	<u>Date Actually Worked</u>	<u>Actual No of Hours Worked (for payroll purposes) #</u>
Day 1				
Day 2				
Day 3				
Day 4				
Day 5				
Day 6				
Day 7				
Day 8				
Day 9				
Day 10				

To be completed by Head Teacher and passed to Human Resources for payroll purposes

Section 5 – Payment Authorisation

Please arrange to pay the employee named below at her normal salary rate for the duties undertaken during maternity leave under the option of Keeping In Touch Days as broken down in Section 4 above :

Teacher's Name	
Employee Number	
Total Number of Hours due for payment	

Head Teacher signature :

Date :
