

22 March 2023

To: All NASUWT Members in Grant Aided Schools (or employed under teachers' terms and conditions)

Dear Member

TRADE DISPUTE OVER PAY, WORKLOAD AND ADVERSE WORKING CONDITIONS

Further to my previous correspondence advising you of industrial action in the form of continuous action short of strike action, following a lawful ballot, I now write to inform that the instructions for action short of strike action will continue until Midnight on **Friday, 31 March 2023**. Thereafter, all the action short of strike action instructions will no longer be in place, but will be replaced with new instructions.

Accordingly, I am authorised by the National Executive to instruct you to take the following action short of strike action with effect from:

Monday, 3 April 2023

The form, which the new continuous action short of strike action will take, is as follows:

New Action Short of Strike Action Instructions – Commencing on 3 April 2023

WORKLOAD

1. Members will refuse to implement any existing or new policies, initiatives or working practices which have not been the subject of consultation and agreement with the NASUWT. No policy is to be agreed locally until the impact it will have on members' workload has been assessed and the time taken to complete this work has been included in members' Directed Time Budgets.
 - This includes refusing to comply with any existing or new marking, assessment, homework and tracking policies, which has not been agreed with the NASUWT and is included in members' Directed Time Budget.
2. Members will refuse to undertake any task that has not been specifically included within their individual Directed Time Budget. Members will rigorously comply with the 'Jordanstown Agreement' and subsequent TNC agreements; tasks should be specifically included within their individual Directed Time Budget.
3. Members in receipt of Teaching or SEN Allowances, will refuse to undertake any tasks associated with these allowances that have not been specifically included

within their individual Directed Time Budget.

4. Members (unless paid a specific teaching allowance and time is allocated on their individual Directed Time Budget) will refuse to carry out any routine non-Qualified Teacher Status (QTS) administrative or clerical tasks.
5. Members will refuse to implement any existing or new initiatives from the Department of Education or other arm's-length bodies which have not been workload impact assessed and agreed with the NASUWT.
 - This includes participating in training for, or the implementation of, any work relating to Phase 2 of SEND Implementation and PLPs; engaging in any aspect of the School Improvement Strategy; or providing remote learning outside of COVID-19 guidance.
6. Members are to teach their timetabled teaching hours only (Up to a maximum of 25 hours per week in primary & special and up to a maximum of 23.5 hours in post-primary; pro-rata if part-time) and complete any cover within this limit along with the agreed morning, break and bus duties in their Directed Time Budget. Members should complete all other Directed Time activities at a time and place of their choosing, with the exception of one meeting per term and the five INSET (Baker Days).
7. Members will refuse to be directed to undertake any existing or new unremunerated duties or responsibilities which are not required of all classroom teachers.

MEETINGS

8. Members will only attend one formal school meeting of no more than one-hour duration per term outside the school's normal pupil teaching day, providing an agenda is published 48 hours in advance.
9. Members will only attend meetings arranged within their pupil session times if an agenda is provided 48 hours in advance, last no longer than one hour and appropriate cover has been provided. Members will refuse a direction to use non-contact time for meetings.
10. Members will refuse to attend more than one parents' evening event outside pupil sessions. (Including open, prize and parent/teacher meetings). The five INSET/Baker days available to schools are outside pupil session times and are specifically for staff development or planning.
11. Members will refuse to meet with or report to parents, on an ad hoc basis, in person, online or by telephone, outside pupil sessions. In circumstances pertaining to legitimate safeguarding and child protection issues the meeting must take place during the normal pupil learning hours and appropriate cover must be provided in advance of the meeting.

COMMUNICATION

12. Members will refuse to respond to, or facilitate, consultations initiated by employing authorities and any other arm's length bodies unless requested to do so by their trade union.
13. Members will refuse to respond to emails/telephone calls/online learning platform messages or any other form of messaging platform outside of the pupil teaching day or during the lunch break, unless for legitimate matters of safeguarding and child protection.

COVER AND SUPERVISION

14. Members will refuse to undertake any cover (including temporary compositing of classes) for absent colleagues outside of the requirements of the Teachers' Terms and Conditions of Employment Regulations (NI) 1987/26 (Jordanstown Agreement) including:
 - a) When it was known and agreed in advance that an absence would exceed 2 days (other than covering for Primary 1, 2 or Nursery colleagues);
 - b) Where there are fewer than 222 pupils in the school; or
 - c) Where the teacher is Nursery (in Primary School), Primary 1 or Primary 2.
15. Members will refuse to undertake invigilation or engage in scribing activities of public examinations.
16. Members will refuse to complete lunchtime supervision unless they have voluntarily entered a separate or 'secondary' contract of employment for this activity.
17. Members will refuse to accept the direction to undertake or participate in a supervisory role of extra-curricular activities.

MONITORING AND EVALUATION

18. Members, including principals and vice principals, will refuse to complete any part of the School Development Plan (SDP).
19. Members will refuse to accept or co-operate with any classroom observation outside of Induction and Early Professional Development and the Performance Review and Staff Development (PRSD) scheme, which stipulates classroom observation of one hour per year with a maximum of two visits. All members currently at UPS3 or at the top of their Individual School Rate (ISR) will refuse to cooperate with or undertake any work related to their own Performance Review and Staff Development (PRSD) process.
20. Members will refuse to co-operate with the scrutiny by other staff of pupils' books, nor conduct scrutiny of the books of pupils of other staff.
21. Members will refuse to submit their teacher planners or lesson plans to members of the Senior Management Team or anyone acting on their behalf.
22. Members will refuse to co-operate with any ETI inspections or internal inspections. In the event of legitimate matters of safeguarding or if the school is in the Formal Intervention Process members are to contact their regional centres for further advice.
23. Members will refuse to engage in any new or existing end of Foundation and Key Stages One, Two and Three assessment arrangements. Members are not to assign levels of progression or to engage with internal tracking data procedures except the data session linked to the production of the annual report.
24. Members including principals and vice principals are not to write/produce or contribute to Annual Board of Governor Reports.

LEADERSHIP MEMBERS

25. Principal and vice principal members are to cap their work to 37.5 hours per week.

26. Principal or acting principal members will refuse to facilitate or attend any Board of Governors' meetings after 5.00 pm.
27. Principal/vice principal members will refuse to forward minutes of Board of Governors meetings to the employing authorities.
28. Principal members will refuse to provide information or data to the employing authorities relating to staff or pupils outside of the Annual Census and monthly return.
29. Principal/vice principal members will refuse to produce more than one financial plan in any academic year and only in circumstances where a final school budget has been allocated. Members will refuse to share any financial plan with the employing authority, D.E. or associated ALBs. Financial Plans will reflect the year immediately following the date of budget allocation. Until such times as a three-year budget has been provided to schools, principals should limit any school development planning to one year.
30. Principal/vice principal members will refuse to facilitate any school visits by School Development Services (SDS), except for those associated with legitimate safeguarding issues or if the school is in Formal Intervention.
31. Principal members will refuse to engage with School Improvement Professionals (SIPs), apart from at their request and associated only with urgent school-based needs.
32. Principal and vice principal members will refuse to engage with or enact any process associated with redundancy procedures within schools that are as a direct consequence of budgetary constraints, other than category one redundancies and related transfer redundancies.

ALL MEMBERS

33. All members will refuse to undertake any business travel unless arrangements for reimbursement have been made in advance of travel.
34. All members will refuse to accept direction to undertake any other activity in lieu of any action taken in these instructions.
35. All members will refuse to accept direction to undertake any additional work that may arise from the Industrial Action of other Trade Unions.

The new continuous action short of strike action will commence on Monday, 3 April 2023.

Thank you for your solidarity and support during what I know has been a difficult period for you all.

Yours faithfully



Dr Patrick Roach
General Secretary