



October 18<sup>th</sup>, 2020

Dr John Hogan  
Chair of ARU  
UCU Branch  
Anglia Ruskin University  
East Road  
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Dear Vice Chancellor,

Today, it has just come to our attention that a member of our branch of UCU, who is an Associate Lecturer and has been conducting face to face teaching, has contracted Covid-19.

UCU is concerned that the University is failing to take a sufficiently rigorous approach to the management of risk. As you well know, we have repeatedly made the demand that, where possible, all teaching should be conducted online to fulfil the duty to eliminate risk, as the first step in meeting health and safety obligations. We shall continue to take issue with the University's refusal to take this path.

But we must point out also that the management of outbreaks appears to be governed by a rather lax approach to the safety of our community. It has come to light that further to the reporting of infection, the advice presented to staff is they should carry on, "business as usual", and that students should be told that the risk of having been infected is low, because of 2m social distancing and as our colleague wore a visor when they last met. Students are to be reassured and that while they should remain vigilant for any symptoms, they should be at low risk and no action needs to be taken.

No one knows how our colleague came to be infected and who it was who transmitted the virus to them. Surely, the University should seek to isolate all members of our community who have come into contact with our colleague, then isolate and test at the soonest possible moment. The idea that, on the balance of probability, everything should be alright is simply not good enough. In fact, it might look somewhat reckless.

UCU is also concerned that Associate Lecturers and people on precarious contracts feel less secure and confident in resisting the pressure to deliver face to face teaching and consequently it is such staff who are left most at risk.

And finally, UCU is of the view that anyone on an Associate Lecturer contract should enjoy the same sickness benefits and protection from detriment enjoyed by their colleagues on

permanent contracts. Indeed, it is a legal requirement under the provisions of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000. For the avoidance of doubt, UCU considers that the different sick leave and pay provisions in the University's AL contracts compared with full-time employee contracts constitutes 'less favourable treatment' for the purposes of these Regulations. In the case of this particular member, we understand that they have been in continuous employment as an AL for a period in excess of four years, and therefore will be deemed to be employed under a permanent contract (by the provisions of the Fixed-Term (Prevention of Less Favourable Treatment) Regulations 2002) and will be entitled to the same sickness benefits as any other permanent employee, in any event. An inspection of case law from the Employment Appeal Tribunal (*Roddis v Sheffield Hallam University*) should dispel any doubt.

By providing a weaker level of protection against the effects of illness upon income, the University is in effect placing pressure upon individuals to ignore or dismiss the risk to themselves and others, thus creating conditions which make the containment and eradication of this pandemic all the more difficult.

Yours sincerely,

Dr John Hogan