

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI  
ŌTAUTAHI ROHE**

[2023] NZERA 226  
3124314

BETWEEN CHRISTINA STACHURSKI  
Applicant

AND VICE CHANCELLOR OF THE  
UNIVERSITY OF  
CANTERBURY  
Respondent

Member of Authority: Andrew Dallas

Representatives: Amy Keir, counsel for the Applicant  
Jonny Sanders, counsel for the Respondent

Investigation Meeting: 1 October, 28 October and 24 November 2021 at  
Christchurch

Submissions and other: Up to, and including, 2 November 2022  
material received:

Determination: 5 May 2023

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**DETERMINATION OF THE AUTHORITY**

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**Employment relationship problem**

[1] Dr Christina Stachurski says she was unjustifiably dismissed by Vice Chancellor of the University of Canterbury (UC) for, in effect, sub-contracting her lecturing responsibilities to another university employee. Dr Stachurski claimed statutory remedies including for reinstatement, lost wages and compensation for hurt, humiliation and injury to feelings. However, during the course of proceedings Dr Stachurski dropped her claim for reinstatement. The Vice Chancellor denies Dr Stachurski's dismissal was unjustified and resists her claims for remedies.

[2] Despite voluminous amount of material, extensive evidence and submissions, after Dr Stachurski admitted the sub-contracting conduct occurred, the justification for

her dismissal by the Vice Chancellor distils down to the narrow, but critical, issue of potential prior “knowledge” of the same: who knew, what they knew and when they knew it.

### **The Authority’s investigation**

[3] During my investigation, I heard evidence from Dr Stachurski. For the Vice Chancellor, I heard evidence from (then) Pro Vice-Chancellor for the College of Arts, and delegated decisionmaker, Professor Jonathan Le Cocq, Head of School for Humanities and Creative Arts, Associate Professor Peter Field and (then) Head of the English Department (HOD), Dr Daniel Bedggood.

[4] As the investigation unfolded, I requested to hear evidence from English Department administrator, Pieta Gray and English Department tutor, Rebecca Nash. Seizing an opportunity, the Vice Chancellor also requested that I hear evidence from Executive Dean of Arts, Dr Kevin Watson about the functional/relational dynamics between the Pro Vice-Chancellor for a college, a Head of School and a Head of Department. Dr Watson’s evidence was given in addition to that of Professor Le Cocq, Associate Professor Field and Dr Bedggood on the same topic. I record my appreciation to all three additional witnesses for the helpful evidence they gave and for attending the investigation meeting at short notice.

[5] The Authority’s investigation was delayed at several junctions due to ongoing disputes between the parties about disclosure of various documents outside of the Authority’s processes and which would also come to involve the Ombudsman. In my view, the Vice Chancellor could have been more forthcoming with documents under the university’s control much earlier. It is worth noting also, and generally, that for parties contemplating litigating employment relationship problems, the Authority has very wide powers to order production of information and the provision of evidence from the parties “or from any other persons”.<sup>1</sup>

[6] As permitted by s 174E of the Employment Relations Act 2000 (the Act), this determination does not record all the evidence and submissions received, and fully considered, during the Authority’s investigation but has stated findings of fact and law, expressed conclusions on issues necessary to dispose of the matter, and specified orders made as a result. This determination is issued outside of the statutory three-

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<sup>1</sup> Employment Relations Act 2000, s 160(1)

month timeframe provided by the Act. However, to the extent that exceptional circumstances are required to exist for this to be issued, these do exist.

### **Issues**

[7] The following are the issues for investigation and determination:

- (i) Was Dr Stachurski's dismissal, and how the decision was made, what a fair and reasonable employer could have done in all the circumstances at the time?;
- (ii) If the Vice Chancellor's actions were not justified what remedies should be awarded, considering:
  - (a) compensation for humiliation, loss of dignity and injury to feelings under s 123(1)(c)(i) of the Act;
  - (b) compensation for lost wages under s 123(1)(b) of the Act?
- (iii) If any remedies are awarded, should they be reduced under s 124 of the Act for blameworthy conduct by Dr Stachurski that contributed to the situation giving rise to her grievances; and
- (iv) Should either party contribute the cost of representation of the other?

### **What caused Dr Stachurski's employment relationship problem?**

[8] Dr Stachurski was employed by Vice Chancellor as a continuing, part-time Senior Lecturer (above the bar ) in the English Department from 16 March 2009 until she was dismissed for serious misconduct on 13 October 2020. The English Department is located within the UC's School for Humanities and Creative Arts which, in turn, is part of the Faculty of Arts (formerly, at the time of Dr Stachurski's dismissal, the College of Arts).

[9] At all material times, Dr Stachurski's employment was governed by the UC Academic and Associated Staff Collective Agreement, 1 July 2018 – 30 June 2021 (the collective agreement).

[10] In 2018, Dr Stachurski reached agreement with UC to take sabbatical spread across the entire academic year. This enabled Dr Stachurski to undertake some of her lecturing responsibilities within the English Department, assisted by Ms Nash, and also to concentrate on writing her play called "EQ f@#%ing C"; a play about some claimants' interactions with the Earthquake Commission. Dr Stachurski's life had been

badly dislocated by the Canterbury Earthquakes, 2010-2011 and grief caused by the death of her partner in 2014.

[11] Dr Stachurski said the writing, testing (on stage) and subsequent production of a play is a massive undertaking. Dr Stachurski requested further sabbatical leave covering part of 2019, but this was declined by UC. “EQ f@#%ing C”, which was due to open at the Court Theatre in Christchurch, ran into difficulties in early 2019 over its apparent depiction of a central government politician. A number of re-writes were required. These were completed only weeks before the play’s scheduled premiere on 30 March 2019. By this stage, Dr Stachurski’s sabbatical had concluded, and the first semester of the new academic year had commenced at UC.

[12] In order to accommodate the actual, and unforeseen, requirements of the play and other personal issues, Dr Stachurski said she entered into an arrangement with Ms Nash for her to be paid to give the first lecture in ENGL118 for semester one. The agreement was reaffirmed several times to include further lectures. There was some dispute in the evidence between UC and Dr Stachurski about how many lectures were given by Ms Nash. Dr Stachurski said she performed all lecturing in ENGL118 after 26 March 2019 and this was confirmed by Ms Nash. In the end, whether Dr Stachurski paid Ms Nash to give one, six or lectures for the entire semester would not change the outcome in the case.

[13] Ultimately, however Dr Stachurski extensive efforts not availeth as “EQ f@#%ing C” was cancelled by the Court Threatre in response to the March 15 terror attack.

[14] At the time of the arrangement was entered into, Ms Nash was a non-continuing, fixed-term tutor in the English department. UC would place much emphasis on this. Neither Dr Stachurski nor Ms Nash, as employees of UC, disclosed the arrangement to their employer; either at the time it was entered into or during its life. However, as we will see below, Dr Stachurski did not deny the arrangement when it was formally raised with her by Professor Le Cocq in August 2020. Rather, she contended that the UC knew about the arrangement through knowledge held by at least Dr Bedggood and also, on her account, Associate Professor Field. UC denied this.

### *Complaint against Dr Bedggood*

[15] On Dr Stachurski's case, her dismissal occurred within the context of a complaint about aggressive and unreasonable behaviour she made against Dr Bedggood in 2019, while he was serving as HOD. Dr Stachurski also contended that the complaint was not handled appropriately by Associate Professor Field, as line manager for Dr Bedggood and Dr Stachurski.

[16] For context, while Dr Bedggood was HOD, the diffuse, and somewhat confusing, nature of UC's organisational structure meant he was not Dr Stachurski's manager. Rather, they were colleagues with Dr Bedggood being responsible for coordination of "academic matters" within the department. Associate Professor Field, as Head of School for Humanities and Creative Arts was manager for both Dr Stachurski and Dr Bedggood. Associate Professor Field in turn reported to Professor Le Cocq, as then Pro Vice-Chancellor for the College of Arts. This organisational overview is also relevant to the level of knowledge that UC had, or did not have, about Dr Stachurski's subcontracting activities and at what level within the organisation this was held. We return to this below.

[17] In June 2020, Dr Stachurski advised UC of her intention to make a "formal" complaint about Dr Bedggood's behaviour and Associate Professor Field over apparent failure to address the same, once she had received the information requested from UC under the Privacy Act and Official Information Act. However, no formal complaint would ultimately be forthcoming.

### *Discovery of subcontracting arrangement*

[18] UC rejected Dr Stachurski's criticisms of Associate Professor Field's handling of her concerns about Dr Bedggood. Indeed, on Associate Professor Field's account, it was only as a consequence of seeking to better understand the dynamics between Dr Stachurski and Dr Bedggood that he ascertained from Ms Grey information about Ms Nash's greater level of involvement in ENGL118 in the first semester of 2019. Associate Professor Field met with Ms Nash on 3 July 2020. While Ms Nash was generally reluctant to provide details, including subsequently in writing, she confirmed she had been paid by Dr Stachurski to undertake the additional work in ENGL118.

[19] After conferring with Dr Bedggood, Associate Professor Field advised Professor Le Cocq that it appeared Ms Nash had given lecturers in ENGL118 for Dr

Stachurski. Associate Professor Field met with Professor Le Cocq on 10 August 2020 to inform him of the information Associate Professor Field had gathered. Dr Bedggood was also in attendance. Dr Bedggood subsequently provided Associate Professor Field with a written account of his understanding of the matter. This became a highly contentious document during the Authority's investigation.

*Events leading up to Dr Stachurski's dismissal*

[20] On 16 August 2020, Dr Stachurski was provided with formal notice by Professor Le Cocq of an employment investigation into allegations arising out of her arrangement with Ms Nash. Professor Le Cocq stated the allegations arose out of information provided to him by Associate Professor Field several days before. Dr Stachurski was invited to attend a meeting with Professor Le Cocq to discuss the allegations.

[21] Upon receiving formal notice, Dr Stachurski instructed her lawyer to respond to Professor Le Cocq. The response advised the following:

- (i) Dr Stachurski had been under a lot of pressure at the beginning of 2019;
- (ii) Dr Stachurski paid someone else (Ms Nash) to deliver lectures in ENGL118;
- (iii) the person was already employed by UC in the English department;
- (iv) UC via Dr Bedggood was aware of the arrangement "and apparently comfortable with it";
- (v) Dr Stachurski had made a complaint about Dr Bedggood in late 2019, which was not dealt with by Associate Professor Field to Dr Stachurski's satisfaction;
- (vi) Dr Stachurski had most recently advised the human resources department of her intention to lodge a notice of complaint against Dr Bedggood and Associate Professor Field; and
- (vii) the complaint sparking the employment investigation should be provided.

[22] Dr Stachurski also requested the cessation of the investigation. Professor Le Cocq refused this request. On 20 September 2020, Professor Le Cocq

held a formal meeting with Dr Stachurski. During this meeting, Dr Stachurski reiterated and expanded upon the explanations raised by in writing by her lawyer.

[23] Dr Stachurski accepted that her contract of employment required her to personally perform her job for UC. However, Dr Stachurski said she was never aware of any policy about how substitute lecturing was arranged, and, in her experience, staff covered for each other on the basis of informal and personal arrangements. UC did accept this happened, but the scope was limited. In advancing this, UC drew a distinction between the *permissible* involvement of “continuing” staff and *non-permissible* involvement of “non-continuing” staff in such arrangements. There was no dispute between the parties that Ms Nash was a “non-continuing” member of staff; notwithstanding working at UC across multi-semesters and for a number of years.

[24] Professor Le Cocq continued his investigation including investigating the claim by Dr Stachurski the other (continuing) academics paid others to delivers lectures. In this regard, he conferred with three Heads of School in the College of Arts and several Pro Vice Chancellors of other colleges. Professor Le Cocq said none were aware of any similar situations nor would it be considered appropriate. Professor Le Cocq also said those spoken to “opined” that they would consider such a practice “an extremely serious breach of employment expectations”.

[25] Ultimately satisfied of its sufficiency, Professor Le Cocq formed a preliminary view that Dr Stachurski should be dismissed for her admitted conduct, which he found to be serious misconduct. This preliminary view was communicated to Dr Stachurski via letter dated 25 September 2020. Dr Stachurski was provided an opportunity to respond to this preliminary decision and she did do so via her lawyer on 5 October 2020. Professor Le Cocq subsequently confirmed his preliminary decision and Dr Stachurski’s employment at UC came to an end on 13 October 2020. UC paid Dr Stachurski a three month notice period.

[26] The reasons Professor Le Cocq gave for Dr Stachurski’s dismissal were, in summary:

- (i) personally paying Ms Nash to perform lectures in ENGL118 in semester one, 2019 and the conduct amounted to a serious breach of UC’s staff code of conduct;

- (ii) absence from her duties to teach ENGL118 from 19 February to 26 March 2020 without approval and the conduct amounted to a breach of UC's staff code of conduct;
- (iii) breaching UC's "Delegations of Authority" by acting as employer outside of delegated authority to a Senior Lecturer and the conduct amounted to a breach of UC's staff code of conduct; and
- (iv) Placing UC at risk by personally engaging Ms Nash to undertake work on her behalf and this jeopardised UC's insurance policy.

[27] Consistent with her position throughout Professor Le Coq's investigation, Dr Stachurski did not accept the approach, findings or the outcome. A personal grievance was raised on Dr Stachurski behalf by her lawyer on 27 October 2020. The letter raising the grievance also reiterated Dr Stachurski's position taken during Professor Le Cocq's investigation.

### **Summary of the parties' views about Dr Stachurski's dismissal**

#### *Dr Stachurski*

[28] Dr Stachurski advanced a number of criticisms of Professor Le Cocq's investigation. Dr Stachurski said UC did not engage with her explanations in good faith. She said if UC had taken all the matters raised by her properly into account, it would have been unreasonable for it to dismiss her. Unsurprisingly, the Vice Chancellor rejected this.

[29] Dr Stachurski contended that Dr Bedggood, whom she said knew that Ms Nash was performing extra work for her, had an obligation to both investigate what was going on and intervene as necessary. This failure to investigate and intervene confirmed Dr Stachurski's "understanding of the ubiquity of the substitution arrangements" at the university.

[30] Professor Le Cocq failed to entertain and therefore properly consider the possibility that the foundation of UC's investigation was ill-motivated given the significant delay in the alleged misconduct being investigated and the nature of the emerging concerns raised about her colleague and line-manager by Dr Stachurski.

[31] During UC's investigation, and subsequently during the Authority's investigation Dr Stachurski sought to link her deteriorating relationship with Dr Bedggood and Associate Professor Field with the circumstances giving rise to her

dismissal. Dr Stachurski contended that UC's employment investigation was really about that relationship breakdown rather than her personal arrangement with Ms Nash, which Dr Stachurski said UC had known for about 18 months. Dr Stachurski said her position in this regard was supported by documentary evidence, including emails between Dr Bedggood and Associate Professor Field which was disclosed by UC before, during and after the Authority's investigation meeting.

[32] Dr Stachurski said the reason Dr Bedggood and Associate Professor Field "distanced" themselves from this during the Authority's investigation meeting was to support Professor Le Cocq's view that the investigation was separate from other issues. Dr Stachurski said the evidence disclosed that Dr Bedggood and Associate Professor Field discussed the issue with each other and separately with Ms Grey. Professor Le Cocq would not, and did not, during the Authority's investigation, countenance Dr Stachurski's attempt to link of these matters. He viewed them as entirely separate.

[33] Dr Stachurski argued Professor Le Cocq failed to ascertain the extent of, effectively, constructive knowledge held by UC about the arrangement made by Dr Stachurski and Ms Nash as evidenced by her absence and ongoing presence of Ms Nash in the department and the failure to inquire into the same.

[34] Dr Stachurski argued Professor Le Cocq paid insufficient attention to the lack of clarity in the UC's policy on substitution teaching arrangements and the scope and duration thereof. While Dr Stachurski accepted there was a distinction between permissible involvement of "continuing" staff and non-permissible involvement of "non-continuing" staff in such arrangements, she contended it was matter of degree, not a breach of a clear policy and this was particularly so, in circumstances where Ms Nash had previously undertaken some lecturing in ENGL118 in 2018 when Dr Stachurski was on sabbatical. And Professor Le Cocq made no obvious effort to ascertain comparable situations that may have demonstrated this lack of clarity and possibly given rise to disparate treatment.

[35] Dr Stachurski said she did not exploit Ms Nash nor place UC at legal risk as a result of entering the substitution arrangement. Dr Stachurski contended Ms Nash's unwillingness to engage in UC's criticism of the substitution arrangement was actually evidence that she did not believe she was being exploited and, indeed, Ms Nash confirmed she was grateful to Dr Stachurski. Dr Stachurski said the "theoretical" legal

risks to UC were acknowledged but further suggested: (i) these risks had not crystallised 18 months after the substitution arrangement had ended and, (2) while the substitution arrangement was “irregular” and not documented, UC needed to dispassionately examine the specific irregularity and its seriousness; which, it was submitted, was not of the degree of seriousness to justify dismissal.

[36] In reaching a decision to dismiss, Professor Le Cocq paid insufficient regard to a number of mitigating factors including Dr Stachurski’s length of service, health and well-being and significant contextual stress causing factors. Dr Stachurski argued it was unreasonable to hold an employee grappling with mental unwellness to the same standard as a healthy person.

#### *The Vice Chancellor*

[37] In contrast, UC pointed to its “comprehensive and thorough disciplinary process” in which Dr Stachurski had ample opportunity, assisted by her lawyer, to respond to concerns raised.

[38] UC noted the conduct of Dr Stachurski was that she subcontracted a key aspect of her role without permission which was a breach of the fundamental obligation owed by an employee to an employer of personal performance of work.<sup>2</sup> UC also cited obligations under their Code of Conduct and Delegations of Policy which included requirements to diligently and conscientiously perform duties and not submit official documentation stating she personally delivered all lectures in ENG118 when a number had actually been delivered by Ms Nash.

[39] On the assertion that UC had prior knowledge of Dr Stachurski’s conduct, UC claimed this was not sufficiently available until July/August 2020 and prior to this period not in the possession of someone with managerial authority over Dr Stachurski.

[40] UC also emphasised the inherent risks caused to the university arising out of the unconventional and personal employment relationship between Dr Stachurski and Ms Nash, including obligations under its insurance policy. UC argued, against Dr Stachurski’s position, that there was no precedent for academic staff to subcontract

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<sup>2</sup> See, *Leota v Parcel Express Ltd* [2020] NZEmpC 61 at [38] and *Brook v Macown* [2014] NZEmpC at [52] and the English Court of Appeal decision in *Express and Echo Publications Limited v Tanton* [1999] I ILR 367 at [8]

their lecturing obligations and that there are no reasonable grounds for Dr Stachurski believing her actions were appropriate.

[41] UC contended that Professor Le Cocq, as delegated decisionmaker, considered all potentially mitigating circumstances including personal circumstances and desire to work on the play but was not convinced that they provided sufficient exculpation for a fundamental breach of an obligation.

[42] Overall, UC contended that the decision to dismiss Dr Stachurski was one any reasonable employer could have made in all the circumstances at the time.

### **The Authority's view of Dr Stachurski's employment relationship problem**

[43] The test for justification for dismissal is set out in s 103A of the Act. In essence, the Authority must assess whether UC's actions, and how it acted, were what a fair and reasonable employer could have done in all the circumstances at the time the dismissal occurred. One such circumstance was that Dr Stachurski admitted the conduct that would result in her dismissal very early on in Professor Le Cocq's investigation and his subsequent actions must be objectively assessed within that context rather than theoretical or esoteric possibilities.

[44] A full picture would emerge as Professor Le Cocq's investigation unfolded – yes, there may have been some folksiness in a couple of respects and a factual inaccuracy may have occurred around the exact number of lectures actually given by Ms Nash on behalf of Dr Stachurski – but at a fundamental level, it was apparent at a very early stage, Dr Stachurski paid Ms Nash to give, at least, one lecture that she was otherwise required to give by virtue of her employment with the university.<sup>3</sup> In other words, Dr Stachurski brought into existence an employment relationship between herself and Ms Nash whereby in exchange for payment one of the core tasks she was required to perform by UC was actually undertaken by Ms Nash.

[45] Based on the early admission by Dr Stachurski and Professor Le Cocq's investigation, I am satisfied that the VC could establish a proper basis for making a sound finding of serious misconduct against Dr Stachurski. In doing so, I accept the submissions advanced by the VC that Dr Stachurski was required to personally perform all the components of her job for the university and to not do so, without

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<sup>3</sup> See, *A Limited v H* [2016] NZCA 419 at [46] where the Court of Appeal stated that the nature of the s 100#A inquiry was on "substantive fairness" rather than "minute and pedantic scrutiny".

express permission, was a fundamental breach of Dr Stachurski's employment obligations.

[46] Further, while I accept that Dr Stachurski did not seek to "exploit" Ms Nash – in fact, I find the opposite, her actions towards Ms Nash were, at least, benign (but certainly ill-advised) – I accept the VC's submission that the employment relationship created by Dr Stachurski with Ms Nash created legal risk in several areas for the university. The fact that the legal risk did not manifest, as asserted by Dr Stachurski, is a matter of luck for all involved rather than exculpatory of Dr Stachurski's position.

[47] While I accept Dr Stachurski's submission that a relevant circumstance at the time of dismissal can be the mental (or, presumably physical) state of the employee who has misconducted themselves, corroborating evidence, ideally, but not strictly necessary, from a person qualified to give the same, would be required for this to become a live issue potentially militating against dismissal. However, unfortunately for Dr Stachurski no evidence of this type, or any in corroboration, was forthcoming.

*Another relevant circumstance?*

[48] As outlined in paragraph [2] above, this matter distils down to the narrow, but critical, issue of prior "knowledge". So then, having found it was objectively open to UC to dismiss Dr Stachurski based on Professor Le Cocq's investigation, would prior "knowledge" of her serious misconduct by Dr Bedggood and/or Associate Professor Field, as consistently alleged Dr Stachurski, effectively estop the VC from dismissing her?

[49] At the outset, and not normally something I would comment on unless, as here, it is necessary to do so, Dr Bedggood's evidence to the Authority was far from satisfactory. At the least, it was confused, and certainly confusing, and at worst, obfuscatory. In the end, I conclude Dr Bedggood was confused. However, having regard to the various iterations of his evidence, and all the surrounding circumstances, I find it is more likely than not that Dr Bedggood did have actual knowledge in 2019 that Ms Nash was undertaking greater activities, including lecturing, in ENG118 than the university required or wanted her to perform. I do not find, however, that Dr Bedggood knew that Dr Stachurski was paying Ms Nash.

[50] As was clear from the UC's extensive evidence on the point, the role of HOD is an academic co-ordinational role among colleagues, rather than a hierarchical or management role. Therefore, insofar as Dr Bedggood is concerned, UC cannot be said to have requisite prior level of knowledge to call into question the findings of Professor Le Cocq's investigation.

[51] Associate Professor Field gave confident and assured evidence. I have no reason to question it. I do not find that Associate Professor Field had knowledge of Ms Nash's enhanced role in ENGL118. I accept Associate Professor Field's evidence that he first became aware of this circumstance when he was inquiring into the dynamics of the relationship between Dr Bedggood and Dr Stachurski in July 2020. As a result of this finding, Dr Stachurski's assertions that there was some form of conspiracy between Associate Professor Field and Dr Bedggood, or some other form of device, directed towards her dismissal become unsustainable. Professor Le Cocq was correct to discount this during his investigation.

[52] Critically, even if I am wrong about that and Associate Professor Field did have a similar level of knowledge to Dr Bedggood prior to that which was stated, I do not accept that either Dr Bedggood or Associate Professor Field knew that Dr Stachurski was paying Ms Nash. I believe the university became aware of that as a result of Associate Professor Field's inquiry in July 2020 and this was subsequently confirmed by Dr Stachurski to Professor Le Cocq in August 2020.

### **Conclusion**

[53] Ultimately then, I find that the Vice Chancellor as a fair and reasonable employer could have concluded Dr Stachurski's actions in this matter amounted to misconduct that was so serious so as to deeply impair or destroy trust and confidence and justify dismissal. Consequently, I find, in the absence of any relevant circumstances to the contrary, that the decision made on behalf of the VC by Professor Le Cocq to dismiss Dr Stachurski's was one a fair and reasonable employer could have reached in all the circumstances at the time. In doing so, I find that Professor Le Cocq took into account all relevant matters and circumstances, including Dr Stachurski's personal circumstances. Indeed, I view the VC's payment of three months' paid notice to Dr Stachurski as recognition, at least in part, of those personal circumstances.

[54] Having found the Vice Chancellor was justified in dismissing Dr Stachurski, it is not necessary to consider remedies.

**Costs**

[55] Costs are reserved. In light of the circumstances of this matter, some of which are unusual, and Dr Stachurski's personal circumstances, I have formed the preliminary view that this may be an appropriate case where costs ought to lie where they fall. However, if a determination of the Authority is required on costs, the Vice Chancellor may lodge a memorandum within 14 days of the date of this determination and Dr Stachurski would then have 14 days from the date of service to lodge a memorandum in reply. No submissions on costs will be considered outside this timetable, unless prior leave has been sought.

Andrew Dallas  
Chief of the Employment Relations Authority