

**IN THE EMPLOYMENT RELATIONS AUTHORITY
CHRISTCHURCH**

**I TE RATONGA AHUMANA TAIMAHI
ŌTAUTAHI ROHE**

[2026] NZERA 90
3361963

BETWEEN

JAIME ALLUM
Applicant

AND

JET-X CHRISTCHURCH LIMITED
Respondent

Member of Authority: Philip Cheyne

Representatives: Alan Halse, advocate for the Applicant
Julia Hurren, counsel for the Respondent

Investigation Meeting: On the papers

Information Received: 22 December 2025 from the Applicant
30 January 2026 from the Respondent

Date of Determination: 20 February 2026

PRELIMINARY DETERMINATION OF THE AUTHORITY

Employment relationship problem

[1] Jaime Allum was employed by Jet-X Christchurch Limited, but his employment ended when he was dismissed in May 2024. Mr Allum later commenced this action in the Authority.

[2] Mr Allum says he has a personal grievance of unjustified disadvantage regarding Jet-X's investigation during the employment into his complaint of being bullied. He also says he has a second personal grievance of unjustified dismissal arising from the respondent's

disciplinary process and his dismissal, which he says was in response to his bullying complaint.

[3] Jet-X says it investigated the bullying complaint thoroughly and fairly. It denies that there was any link between that investigation and its decision to dismiss Mr Allum. Jet-X says it justifiably dismissed Mr Allum, but also that a personal grievance with respect to the dismissal was not raised with it within time.¹

The Authority's investigation

[4] Mr Allum's disadvantage grievance claim regarding the investigation into his complaint of being bullied is properly before the Authority for investigation and determination. But there is a preliminary issue with respect to his unjustified dismissal claim.

[5] During a case management, it was decided that the Authority would investigate and determine on the papers whether Mr Allum's unjustified dismissal personal grievance was raised within time.

[6] Both parties provided relevant documents and submissions.

[7] The matter was then allocated to me.²

[8] This determination resolves whether the Authority can investigate and determine Mr Allum's claim that he was unjustifiably dismissed.

[9] The relevant exchanges were in writing. It is helpful first to set out that sequence more fully.

Relevant Exchanges

[10] Mr Allum sent an email to Jet-X on 27 March 2024. It was "to put in formal writing a bullying complaint..." It is not necessary to set out details at this point.

[11] Mr Allum received a written response on 3 April 2024. Again, it is not necessary to detail the response, but Jet-X did not uphold Mr Allum's complaint.

¹ Employment Relations Act 2000 s 114.

² Employment Relations Act 2000 s 166A.

[12] In late April or early May 2024, Jet-X gave Mr Allum a letter inviting him to attend a disciplinary meeting about “potential misconduct”. Two issues were raised, and a meeting was scheduled.

[13] After the disciplinary meeting, Jet-X wrote to Mr Allum on 14 May 2024 to advise the “Outcome of Disciplinary Meeting”. Regarding the first issue, Jet-X concluded that Mr Allum’s conduct amounted to serious misconduct justifying summary dismissal. On the second issue, Jet-X concluded that Mr Allum’s actions also amounted to serious misconduct. However, it then said:

Given that the company has decided to terminate your employment for the ... [first issue], we do not need to impose a disciplinary outcome for your breach of health and safety.

[14] Jet-X concluded the letter by saying it was a preliminary decision, allowing until 5.00 pm on Thursday 16 May 2024 for any reply. If Jet-X did not hear anything before then, it would write again confirming Mr Allum’s dismissal.

[15] Mr Allum responded through his representative at 4.58 pm on 16 May 2024, although the letter is dated 15 May 2024. It said that Mr Allum “raises a personal grievance for unjustified disadvantage and predetermined unjustified dismissal”. The letter also included specific responses to statements in Jet-X’s “Outcome of Disciplinary Meeting” letter.

[16] Jet-X’s lawyer responded on 17 May 2024. The letter said that the submissions did not assist Mr Allum and appeared destructive of the employment relationship. Nonetheless, Jet-X extended the deadline for submissions until 4.00 pm on Monday 20 May and its final decision until 5.00 pm that day, presumably because the representative had said that his submissions were “extremely brief” with the “unreasonably tight timeframe” given to respond to the 14 May “Outcome of Disciplinary Meeting” letter.

[17] At 7.20 am on 20 May 2024, Mr Allum’s representative sent a letter by email to Jet-X’s lawyer. The email reads:

Personal grievances for unjustified disadvantage and constructive dismissal.
Dear Paul,
Our final response to your client’s predetermined decision to dismiss Jamie Allum is attached.
Kind regards ...

[18] The letter expressly raised a personal grievance regarding Jet-X's response to Mr Allum's 27 March 2024 complaint. Mr Allum also claimed that Jet-X's disciplinary action against him was in retaliation for his bullying complaint. Mr Allum raised an unjustified disadvantage personal grievance for that. Mr Allum also raised a further disadvantage grievance for "go[ing] straight to dismissal for a first (alleged) incident", when he had not received any previous written warnings. Mr Allum raised other disadvantage grievances based on Jet-X not investigating the conduct of other employees, when the same conduct by him had been raised as disciplinary issues and was said to be serious misconduct. Finally, Mr Allum claimed that Jet-X had predetermined his dismissal, so he had a personal grievance of constructive dismissal, "regardless of your final decision".

[19] In the letter, Mr Allum sought agreement to address the issues through urgent mediation, failing which a claim would be lodged in the Employment Relations Authority.

[20] Jet-X sent a letter to Mr Allum at 4.44 pm on 20 May 2024. It said its view remained unchanged and Mr Allum's dismissal will take effect from 5.00 pm that day.

[21] There is no evidence of further communications about personal grievances until March 2025 when the statement of problem was served on Jet-X.

Raising a personal grievance

[22] An employee who wishes to raise a personal grievance must raise it with their employer within 90 days, beginning with the date on which the action alleged to amount to a personal grievance occurred or came to their notice.³ There is a longer notification period for a specific type of personal grievance, but it does not apply in the present case.

[23] The Employment Court has summarised principles arising from earlier cases about what is required to raise a personal grievance.⁴ Applying that summary, Mr Allum raised personal grievances as outlined in letters dated 15 May 2024 and 20 May 2024 with respect to the actions by Jet-X. Assuming that Mr Allum's employment had been affected to his disadvantage up to 7.20 am on 20 May 2024 with respect to Jet-X's response to his complaint

³ Employment Relations Act 2000 s 114(1) and s 114(7)(a).

⁴ *Chief Executive of Manakau Institute of Technology v Zivaljevic* [2019] NZEmpC 132.

and its conduct of the disciplinary process, Mr Allum's grievances about those matters had been raised by these letters and are properly before the Authority to consider justification.

[24] While Jet-X's actions up to 7.20 am on 20 May 2024 can be investigated, Jet-X says that the dismissal later that day was not raised as a grievance and cannot be part of the Authority's investigation.

The unjustified dismissal claim is properly before the Authority

[25] In *Creedy v Commissioner of Police*, the Employment Court held that the raising of a grievance is something that the statute contemplates after the grievance comes into existence. The grievance must be about an event that has occurred or is occurring. The statutory scheme does not allow for a known or even an anticipated future event. It does not permit the notification of an event that might or might not occur.⁵

[26] In that case, an agent for the employee had written to the employer notifying (but not properly raising) a personal grievance in relation to a disciplinary process which had commenced but would not conclude for many months. The employee eventually resigned. He then unsuccessfully sought leave in the Employment Relations Authority leave to raise personal grievances out of time regarding the disciplinary investigation and unjustified (constructive) dismissal. Leave was declined, and the employee challenged the determination in the Employment Court.

[27] In *Creedy*, the Court referred to two earlier cases as part of its reasoning: *Poverty Bay Electric Power Board v Atkinson* and *New Zealand Automobile Association Inc v McKay*.⁶

[28] In *Atkinson*, the employee was dismissed on 3 months' notice but was paid in lieu of working that period. Soon after the end of the notice period, his lawyer wrote submitting an unjustified dismissal grievance. By then it was more than 90 days after the employee had ceased working. At issue was whether the employee had submitted his personal grievance within 90 days of it arising. The employer argued that time started when notice was given, not when it ended. However, the Court held that dismissal meant a permanent and terminal

⁵ *Creedy v Commissioner of Police* [2006] ERNZ 517 at [28] - [30].

⁶ *Poverty Bay Electric Power Board v Atkinson* [1992] 3 ERNZ 413 and *New Zealand Automobile Association Inc v McKay* [1996] 2 ERNZ 622.

sending away of the employee by an employer. On the facts, that happened at the end of the notice period. The Court did not need to consider whether the employer's action in giving notice gave rise to an unjustified disadvantage personal grievance.

[29] In *McKay*, the employee was dismissed but worked during the notice period. During that period, communications by and on his behalf were sufficient to submit a personal grievance. Those communications alleged an unjustified dismissal grievance, but the Employment Tribunal had used s 34 of the Employment Contracts Act 1991 to find that the grievance submitted was one of unjustified disadvantage.⁷ On appeal, the Employment Court confirmed that the dismissal did not occur until the end of the notice period, so a personal grievance claim of unjustified dismissal could not be submitted until then. Pending that, the employee could submit an unjustified disadvantage grievance claim. It was open to the Tribunal to find that such a grievance had been submitted by the communications during the notice period about an unjustified dismissal.

[30] The Court went on to say:⁸

Had Mr McKay ... complained of a ... disadvantage grievance rather than, as he did, complain of his unjustified dismissal, it would have been open to the Tribunal to have applied s 34 and dealt with the grievance as one of unjustified dismissal. The employer could not have complained of any unfairness in these circumstances because the case which it had to address going to the justification for giving notice of termination of employment was that which it would also have had to address in response to the claim of unjustified dismissal.

[31] In *Dunn v Waitemata District Health Board*,⁹ the Employment Court held that the Authority was incorrect to find that the grievance raised during the notice period relating to the dismissal was invalid. The Court there referred to and affirmed *McKay*. *WN v Auckland International Airport* is another case where the Employment Court cited *McKay* as permitting a disadvantage grievance raised during a notice period to be dealt with “substantively and realistically as an unjustified dismissal grievance”.¹⁰

⁷ Applicable at the time, the Employment Contracts Act 1991 s 34 was materially identical to s 122 of the Employment Relations Act 2000. It did not prevent a finding that a personal grievance was of a type other than alleged.

⁸ *New Zealand Automobile Association Inc v McKay*, above n 6, at 633.

⁹ *Dunn v Waitemata District Health Board* [2013] NZEmpC 246 at [19].

¹⁰ *WN v Auckland International Airport* [2021] NZEmpC 153 at [20]

[32] The employee in *McKay* submitted his grievance claim (unjustified dismissal) after receiving notice of dismissal but before his employment ended, whereas Mr Allum raised grievances (disadvantage and dismissal/pre-determination) regarding the disciplinary action after Jet-X had twice told him his behaviour was serious misconduct.

[33] This difference is not material. In this case, as in *McKay*, the case the employer would have to address to justify a dismissal is the same as will be required to justify its “preliminary decision”.

[34] Applying *McKay* and s 122 of the Employment Relations Act 2000, Mr Allum’s grievances arising from Jet-X’s disciplinary action can be dealt with “substantively and realistically as an unjustified dismissal grievance”, even though they preceded Jet-X’s letter telling him he was summarily dismissed.

Conclusion

[35] I find the claim of unjustified dismissal is properly before the Authority for investigation and determination.

[36] A case management conference will be arranged to set steps for a substantive investigation.

[37] Costs are reserved, to be dealt with as part of the substantive matter.

Philip Cheyne
Member of the Employment Relations Authority