

Wrongful Dismissal Langley

Wrongful Dismissal Langley - You might be able to sue your employer for wrongful dismissal, if you were suddenly let go or demoted from your job. Our employment lawyers can advise you on the next action for you to take to protect your interests.

It is recommended that you acquire help from an expert lawyer, if you are an employee thinking about firing someone. We can assist you to understand your options and avoid a potential lawsuit.

We help both employees seeking to terminate an employee and employees seeking damages for wrongful dismissal. In either circumstance, we can help you to be able to understand and protect your rights.

How much can you receive if you prove wrongful dismissal? Compensation normally covers salary and benefits that were lost through the reasonable notice period, minus any notice or severance pay you did receive. You are expected to search for a new job right after whatever employment dismissal and your efforts within this regard will be taken into consideration by the courts. If you earn cash during the reasonable notice period, that amount would be deducted from whatever judgment for damages.

For example, if you just got six weeks of notice prior to being fired, and you were entitled to a reasonable notice period of six months, a court will most likely calculate the damages to consist of six months' worth of benefits and salary. The courts normally award damages for bonuses, vacation pay, stock options, moving expenses as well as medical, insurance and pension plans.

If your duties or status are basically changed, you can claim that you've been constructively dismissed and take legal action for wrongful dismissal. Constructive dismissal means getting fired without really getting dismissed. It works this way: you were sales vice president, but now you are "special projects manager" in a closet next to the mailroom. Employers might try this approach to avoid a court case, but you can still sue if your employer breaches whatever major conditions of the employment relationship.

Based on all the circumstances of the employment relationship, it is really up to the court to decide whether a fundamental change or breach has occurred. Like for instance, there is no constructive dismissal if you were given reasonable notice that there will be a change to your job or status. If you think a breach has occurred, you should immediately communicate to your employer that the change is not acceptable and try to negotiate a solution. Only then, if the matter is not resolved, can you resign and initiate a wrongful dismissal action against your employer. The court would take into account the circumstances surrounding the resignation when it considers damages. Then again, if you continue to work under the new conditions, the courts would consider you to have accepted the new employment arrangement.

Changes within your employment which could constitute as constructive dismissal would consist of: demotion; withholding pay; change in job responsibilities; forced leave of absence, hiring a replacement, abusive treatment; reduced hours; short-term lay off; forced transfer.

The courts could compensate a worker that was terminated in some cases, such as an employer's extreme behaviour causing mental distress, including assault, loss of reputation and even defamation. You can be compensated if you left a prior employer at the insistence of the employer who dismissed you.

The courts can give damages based on many different aspects that will ultimately depend upon the specifics of each case. Please phone our office and we can receive a consultation to find out what your rights are. We would look at all factors of your complaint and determine if you have a constructive dismissal case.