

Wrongful Dismissal Prince George

Wrongful Dismissal Prince George - If you were abruptly let go or demoted from your job, you may be able to sue your employer for wrongful dismissal. Our firm's wrongful dismissal lawyers can advise you on the best course of action to be able to protect your interests.

If you are an employer thinking about firing someone, it is suggested that you acquire recommendation of our lawyers. We can help you to know your alternatives and prevent a probable lawsuit.

We serve both employers seeking to terminate an employee, and employees seeking damages for a wrongful dismissal. In whatever circumstance, we can help you to be able to know and protect your rights.

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

Like for instance, if you just got six weeks of notice before being dismissed, and you were entitled to a reasonable notice period of six months, a court would most likely calculate the damages to comprise six months' worth of salary and benefits. The courts often award damages for vacation pay, stock options, moving expenses, bonuses in addition to pension, medical and insurance plans.

If your duties or status are basically altered, you might claim that you've been constructively dismissed and go to court for wrongful dismissal. Constructive dismissal means getting fired without actually getting dismissed. It works this way: you were sales vice president, but presently you are "special projects manager" in a closet near the mailroom. Employers might try this particular tactic to be able to avoid a lawsuit, but you can still take legal action if your employer breaches any major terms of the employment relationship.

Based on all the circumstances of the employment relationship, it is actually up to the court to decide whether a fundamental breach or change has happened. For example, there is no constructive dismissal if you were given reasonable notice that there would be a change to your status or job. If you think a breach has happened, you must immediately communicate to your employer that the change is not acceptable and try to negotiate a solution. Just then, if the issue is not solved, can you quit and begin a wrongful dismissal action versus your employer. The court would take into consideration 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.

The following changes in the employment relationship, which could qualify as constructive dismissal, are as follows: demotion; withholding pay; change in job responsibilities; hiring a replacement; abusive treatment; forced leave of absence; forced transfer, reduced hours, short-term lay off.

In some situations, the courts could compensate a terminated employee for damages related to such things as an employer's extreme behaviour resulting in mental distress, consisting of defamation, assault and even loss of reputation. 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 various factors which will eventually depend upon the particulars of every case. Please get in touch with our office and we could receive a consultation to know what your rights are. We would look at all factors of your complaint and determine if you have a constructive dismissal case.