

Wrongful Dismissal Abbotsford

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

If you are an employer contemplating about firing someone, it is suggested that you acquire suggestion of our lawyers. We can help you to know your options and prevent a potential lawsuit.

We can help both the employer who is seeking to let go an employee, and for an employee seeking damages for a wrongful dismissal. In either situation, we can help you in order to understand and protect your rights.

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

If you for instance just received six weeks of notice prior to termination, and you were truly entitled to more notice, then a court can calculate that entitled time into the damages. The courts often give damages for stock option, moving expenses, bonuses, vacation pay as well as insurance, pension and medical plans.

You might be able to claim that you have been constructively dismissed and take legal action for wrongful dismissal, if in your situation your status or duties are essentially changed. Constructive dismissal deals with issues of loss of job without getting fired or dismissed. It works this way: you were vice president of sales, but presently you are "special projects manager" in a closet next to the mailroom. Employers may try this tactic in order to avoid a court case, but you can still go to court if your employer breaches whatever major terms of the employment relationship.

Based on all the circumstances of the employment relationship, it is actually up to the court to determine whether a fundamental change or breach has happened. Like for example, there is no constructive dismissal if you were given reasonable notice that there would be a change to your job or status. If you think a breach has happened, you should immediately communicate to your employer that the change is not acceptable and attempt to negotiate a solution. Only then, if the problem is not solved, can you quit and start a wrongful dismissal action against your employer. The court would consider 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 the following: withholding pay, change in job responsibility, demotion; hiring a replacement; abusive treatment; forced leave of absence; reduced hours; short-term lay off; forced transfer.

The courts can compensate a worker that was terminated in certain cases, like for instance an employer's extreme behaviour causing mental distress, comprising assault, loss of reputation and even defamation. You can be compensated if you left a previous employer at the insistence of the employer who dismissed you.

The courts can award damages based on numerous different aspects which will eventually depend upon the details of each and every case. Please get into contact with our office and we can receive a consultation to find out what your rights are. We will look at all factors of your complaint and determine if you have a case for constructive dismissal.