

Wrongful Dismissal Richmond

Wrongful Dismissal Richmond - You may be able to take legal action against your employer for wrongful dismissal, if you were abruptly demoted or let go from your work. Our employment lawyers can advise you concerning the next action for you to take to be able to protect your interests.

It is suggested that you obtain assistance from an experienced lawyer, if you are an employee considering about firing somebody. We can assist you to understand your alternatives and avoid a possible lawsuit.

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

How much might you get if you prove wrongful dismissal? Compensation usually covers benefits and salary that were lost through the reasonable notice period, less 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 in this regard would be taken into account by the courts. If you earn cash throughout the reasonable notice period, that amount would be deducted from whatever judgment for damages.

If you like for example just received six weeks of notice previous to termination, and you were truly allowed to more notice, then a court can calculate that entitled time into the damages. The courts often award damages for bonuses, vacation pay, stock options, moving expenses 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 case your duties or status are basically changed. Constructive dismissal deals with issues of job loss without getting dismissed or fired. It works like this: you were vice president of sales, but presently you are "special projects manager" in a closet near the mailroom. Employers may try this tactic to prevent a lawsuit, but you can still take legal action if your employer breaches whichever major terms 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 breach or change has happened. For example, there is no constructive dismissal if you were given reasonable notice that there will be a change to your status or job. If you think a breach has occurred, you must immediately communicate to your employer that the change is not acceptable and try to negotiate a solution. Just then, if the matter is not solved, can you quit and begin a wrongful dismissal action versus your employer. The court will consider the circumstances surrounding the resignation when it considers damages. Nonetheless, if you continue to work under the new conditions, the courts will consider you to have accepted the new employment arrangement.

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

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

The courts can award damages based on several various aspects which will ultimately depend upon the details of each and every case. Please call our office and we could 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 constructive dismissal case.