

Wrongful Dismissal Chilliwack

Wrongful Dismissal Chilliwack - You might be able to take legal action against your employer for wrongful dismissal, if you were suddenly let go or demoted from your work. Our employment lawyers can advise you regarding the next action for you to take in order to protect your interests.

If you are an employer thinking about firing someone, it is suggested that you seek the recommendation of our lawyers. We can help you to know your options and avoid a potential lawsuit.

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

How much can you get if you prove wrongful dismissal? Compensation usually includes benefits and salary which were lost throughout the reasonable notice period, minus whatever severance pay or notice you did receive. You are expected to look for a new job right after any employment dismissal and your efforts in this regard will be considered by the courts. If you earn money during the reasonable notice period, that amount will be deducted from any judgment for damages.

For example, if you only received six weeks of notice prior to being terminated, and you were allowed 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 normally give damages for vacation pay, stock options, moving expenses, bonuses in addition to pension, medical and insurance 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 duties or status are essentially changed. Constructive dismissal deals with issues of loss of job without getting dismissed or fired. It works like this: you were vice president of sales, but currently you are "special projects manager" in a closet near the mailroom. Employers can try this particular approach so as to prevent a court case, but you can still sue if your employer breaches whatever major conditions of the employment relationship.

It is up to the court to determine whether a fundamental breach or change has happened, based on all circumstances of the employment relationship. There is no constructive dismissal if, for example, you were given reasonable notice that the change will take place. If you think a breach has taken place, you must instantly communicate to your employer that the change is not acceptable and try to negotiate a solution. Only then, if the issue is not solved, can you quit and initiate a wrongful dismissal action against your employer. The court would take into consideration the circumstances surrounding the resignation when it considers damages. Nevertheless, 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 may qualify as constructive dismissal, are the following: 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 may compensate an employee who was terminated in certain cases, such as an employer's extreme behaviour causing mental distress, including loss of reputation, defamation, and even assault. You can be compensated if you left a prior employer at the insistence of the employer who dismissed you.

The amount of damages that can be given by a court depend on so many aspects that they cannot be generalized without knowing and taking into account the specifics of each and every case. Call us for a conference and find out what your rights are as a worker. We would look at all aspects of your complaint and determine if you have a constructive dismissal case.