

Wrongful Dismissal Red Deer

Wrongful Dismissal Red Deer - You might be able to sue your employer for wrongful dismissal, if you were unexpectedly demoted or let go from your work. Our employment lawyers can advise you regarding the next action for you to take to be able to protect your interests.

It is recommended that you seek assistance from an expert lawyer, if you are an employee contemplating about firing someone. We can assist you to know your options and prevent a probable lawsuit.

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

How much might you receive if you prove wrongful dismissal? Compensation usually includes benefits and salary that were lost during the reasonable notice period, minus any notice or severance pay 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 cash during the reasonable notice period, that amount will be deducted from any judgment for damages.

If you like for example only got six weeks of notice previous to termination, and you were actually entitled to more notice, then a court could calculate that entitled time into the damages. The courts normally give damages for vacation pay, stock options, moving expenses, bonuses in addition to medical, insurance and pension plans.

If your status or duties 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 really getting dismissed. It works this way: you were vice president of sales, but now you are "special projects manager" in a closet next to the mailroom. Employers might try this tactic so as to prevent a lawsuit, but you can still take legal action if your employer breaches any major terms of the employment relationship.

It is up to the court to decide whether a fundamental breach or change has happened, based on all circumstances of the employment relationship. There is no constructive dismissal if, for instance, you were given reasonable notice that the change will take place. If you think a breach has occurred, you must immediately communicate to your employer that the change is not acceptable and attempt to negotiate a solution. Only then, if the issue is not resolved, can you quit and initiate a wrongful dismissal action versus your employer. The court will take into account the circumstances surrounding the resignation when it considers damages. However, 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; abusive treatment, forced leave of absence, hiring a replacement; forced transfer, reduced hours, short-term lay off.

In certain situations, the courts may compensate a terminated worker for damages associated to such things as an employer's extreme behaviour leading to 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 that would ultimately depend upon the specifics of each case. Please phone our office and we could receive a consultation to know what your rights are. We would look at all aspects of your complaint and determine if you have a case for constructive dismissal.