

Wrongful Dismissal Belleville

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

It is suggested that you seek help from an experienced lawyer, if you are an employee considering about firing somebody. We can help you to know your alternatives and avoid a potential lawsuit.

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

The real question is how much may you be able to recover from a wrongful dismissal? Normally the compensation will include the lost salary and benefits during the notice period, less the notice or severance pay you might have received. You are expected to look for a new job after whichever employment dismissal and your efforts within this regard will be considered by the courts. If you earn cash throughout the reasonable notice period, that amount will be deducted from whichever judgment for damages.

If you for instance just got six weeks of notice prior to termination, and you were actually allowed to more notice, then a court could calculate that entitled time into the damages. The courts usually give damages for moving expenses, bonuses, vacation pay, moving expenses along with medical, insurance and pension plans.

You may 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 essentially changed. Constructive dismissal deals with problems of job loss without getting fired or dismissed. It works like this: you were vice president of sales, but currently you are "special projects manager" in a closet next to the mailroom. Employers might try this particular tactic so as to prevent a court case, but you can still go to court if your employer breaches whichever major conditions of the employment relationship.

It is up to the court to decide whether a fundamental change or breach has taken place, 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 happen. If you think a breach has happened, you should 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 resign and begin a wrongful dismissal action versus your employer. The court will take into account the circumstances surrounding the resignation when it considers damages. Nevertheless, if you continue to work under the new conditions, the courts will consider you to have accepted the new employment arrangement.

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

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

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