

Wrongful Dismissal Cambridge

Wrongful Dismissal Cambridge - You may be able to sue your employer for wrongful dismissal, if you were suddenly let go or demoted from your work. Our employment lawyers can advise you about 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 avoid a possible 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 whichever situation, we can help you so as to protect and know your rights.

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

If you like for example only got six weeks of notice prior to termination, and you were actually allowed to more notice, then a court can calculate that entitled time into the damages. The courts often award 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 sue for wrongful dismissal, if in your situation your status or duties are basically changed. Constructive dismissal handles issues 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 may try this approach so as to avoid a court case, but you can still sue if your employer breaches whatever major terms of the employment relationship.

It is up to the court to decide whether a fundamental breach or change has occurred, based on all circumstances of the employment relationship. There is no constructive dismissal if, for instance, you were given reasonable notice that the alteration will happen. If you think a breach has occurred, you must instantly communicate to your employer that the change is not acceptable and attempt to negotiate a solution. Just then, if the issue is not solved, can you resign and start a wrongful dismissal action versus your employer. The court will 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, that may qualify as constructive dismissal, are the following: demotion; withholding pay; change in job responsibilities; forced leave of absence, hiring a replacement, abusive treatment; short-term lay off, forced transfer, reduced hours.

In some circumstances, the courts may compensate a terminated worker for damages associated to such things like 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 amount of damages that could be awarded by a court depend on various factors that they cannot be generalized without taking into account and knowing the details of each case. Get in touch with us for a consultation and know what your rights are as an employee. We would look at all aspects of your complaint and determine if you have a constructive dismissal case.