

Employer-employee relationship quiz paper



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Employer-Employee Relationship Quiz/Paper

The paper "Employer-Employee Relationship" is an excellent example of a case study on human resources.

1. In attempting to answer the questions given to this briefcase, it is imperative to define what the term contract means as a way of gaining a clear understanding of the whole concept. Indeed Mary can be said to be an independent contractor by virtue of the contract he entered into with Little Lamb Company.

Basically, a contract is an exchange of promises between two or more parties to do or refrain from doing an act which is enforceable in a court of law. In most cases, a contract is written between two people with reference to employment. In this regard, Mary's services were only required as a cover-up for the services of an additional programmer for a special project for Little Lamb Company. It must be noted from the onset that Mary's services were only added to what was already being offered and were subject to be terminated at any given time in the event that there was no longer any service for her. In view of this argument, it can be safely said that Mary's services were there to cover up for the gap that was created for additional services which were, however, not permanent in the long run. By any standard, Mary is an independent contractor whose contract is subject to be terminated at any given time once her services are deemed no longer necessary.

The services are determined by the amount of work that would need to be covered by an independent person hired specifically to fulfill that task. In the first place, Mary was hired because there was extra work that needed her

services not necessarily mean to say that she was working on a full-time basis. It must be noted that a hired person to fulfill additional responsibilities is not necessarily holding a permanent position. 2. It can be safely said that Mary and the supervisor's relationship, in particular, were constantly growing and was showing every positive feature of growth. Whilst it can be said that Mary was not a permanent employee of Little Lamb Company, it can be noted that while in the process of completing the new project, she was given the opportunity to use company materials and equipment while adhering to company work schedules which bears testimony that the relationship was in fact cordial. Under normal circumstances, an independent contractor working to fulfill particular tasks is obliged to source his or her own materials to use in the process of executing the duties that would have been assigned to him.

Therefore, as far as working relations are concerned, it can be seen that there is no bad blood between Mary and the Supervisor on behalf of the whole company she was working for. Mary's services have been partly streamlined into the full operations of the whole company though she was only there to fulfill a special task that required her extra services to try and manage as well as handle the growing pressure of work within the company.

3. According to an online article entitled " History of at-will Law in the USA," an at-will employee can be terminated at any time and for any reason or no reason at all. The courts will generally not intervene to protect the ex-employee from allegedly unfair treatment by the employer. In view of the above case between Mary and the Little Lambs Company, it can be noted that she is a victim of the at-will contract. Under the employment at -will

contract, it is very legal for an employee's contract to be terminated without any valid reason and the courts will have very little influence in such matters.

The doctrine of at-will employment says that an employer can terminate an employee at any time and for any reason. As a matter of law, it is not possible for an employee to be discharged for an unacceptable reason hence Mary's dismissal is legal under the laws of the country. Indeed it might be unfair but as long as it is sanctioned by the law, it would be a legal procedure for an employer to terminate the employee's contract without any due notice. Under the at-will contract, no section of the law would have been violated as a result of the unprecedented termination of Mary's contract.