

# Employer employee relationship quiz



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Employer/Employee Relationship Quiz Is Mary an independent contractor or an employee Describe the factors that led to your determination. Answer:

It seems that, initially, Mary was hired as an independent contractor. This is evident from the fact Mary was hired for a special project, as it is clearly mentioned in the scenario--

" The company enters into a contract with Mary to complete this project".

And when she was required for a new project she was " asked to continue".

Had she been an employee, she would have been bound to continue with whatever project comes her way. Also, if an employer engages a worker with the expectation that the relationship will continue indefinitely, rather than for a specific project or period, this is generally considered evidence that the intent was to create an employer-employee relationship. But in this case, the intent of the employer was the completion of a single project.

2) Has the employer/employee relationship changed over the course of time

If so, how

Answer:

In course of time, the relationship did undergo change. During the second project, she was working closely with the supervisor and adhered to " company work schedules". This can be seen as a transformation in relationship from a company-independent contractor to an employee-employer relationship. An independent contractor is not required to adhere to company work schedules whatsoever. Companies are not employers per se, but clients. As such, they are not entitled to direct the contractor in work. The company is concerned only with the outcome. It's the contractor's right to decide when, where and how to get the project done.

3) Was Mary's release legal under the doctrine of employment-at-will Why or

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why not If not, which of the following exceptions to employment-at-will have been violated Why

Breach of public policy

Breach of implied covenant of good faith and fair dealing

Breach of implied contractor

for a special project.

Answer:

In simple terms, the Employment At-Will Doctrine means that in absence of a contract employment is presumed to be voluntary and indefinite for both employees and employers. As an at-will employee under the doctrine, one may quit a job whenever and for whatever reason the incumbent wants, usually without consequence. Conversely, at-will employers may terminate one from services whenever and for whatever reason they want, usually without consequence. In short, either party may end the relationship without prior notice, but neither party may breach contracts. Hence, under the doctrine of employment-at-will, Mary's release was legal. We cannot say that there has been a breach of contract, for the implied contract didn't mention any fixed term of employment. The breach of the covenant of good faith and fair dealing is generally limited to breaches by insurance companies in particular contexts. It is hardly extended to employment contracts.

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