

If a Service Provider Offers a Discount, Is The Shliach or Meshalayach Entitled to The Extra Money?

Rav Baruch Meir Levin

Question: Previously, we discussed cases of purchases that came with an added benefit and spoke about whether the benefits belong to the employee or the employer. Let us now talk about a similar case regarding a discount. Reuven is an employee whose boss sends him to meet a client and gives him money to hire a car service to drive him from Lakewood to Brooklyn. Such a trip usually costs \$250. The driver tells Reuven that because it is his birthday and he's in a good mood, he will only charge him \$200. Reuven now has \$50 left in his pocket. Is he allowed to keep that money?

Answer: Although we said that an employee is often allowed to keep some benefits, in this case, the driver didn't actually give any benefit to him; rather, he simply allowed him to keep some of the money that he otherwise would have charged. This means that the money that the employer set aside for the car service never actually left his possession and remained his for the entire time. Accordingly, the employee has no right to that money.

Question: What if the benefit is personal for the employee? For example, what if the driver is good friends with Reuven and only charges him \$125 because he likes him?

Answer: The money in Reuven's pocket that was dedicated to the trip is still technically his employer's. It doesn't make a difference why the driver offered the discount. The bottom line is that the money never left the employer's possession. In fact, one could argue that the employee may have to inform the driver that he is not actually doing him a favor by providing the discount because he won't be gaining from it so as to allow him to decide if he still wants to give it.

We recently had an interesting *shailoh* from an employee whose boss sent him to fly cross-country for a business meeting and bought him a business-class ticket. Before takeoff, someone approached him with \$700 in cash and offered him that money if he would switch seats with him. The employee did not accept the deal but he asked if he would have been permitted to keep the money if he had taken it.

Personally, I believe that although the employee may be entitled to the money if he took this deal, he probably would not be permitted to accept the offer in the first place because his employer specifically wants him to fly business class and paid for his ticket, so he has no right to sell it.