

May an Employer Rescind a Job Offer?

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Question: An employer interviews a potential employee and makes him a job offer, setting the terms for the new job and the start date. A few days later, the employer gets cold feet and wants to rescind the offer. May he do so?

Answer: Normally, when no *kinyan* is made a verbal agreement is not binding. In this case, however, there are three reasons why the employer can not simply walk away from his offer.

1. If the employer gave up other potential job opportunities because he was relying on this job, the employer would be causing him a financial loss which he may be obligated to compensate him for.
2. Even if he did not cause the employee any loss, the employee has the right to have "*taarumos*" (literally "complaints") against him. Some understand this to mean that he has the right to complain about him in public and tell others how inconsiderate the employer is. For this reason, he should not be backing out of his offer.
3. One who does not keep his word is known as a "*mechusar amanah*", and Chazal speak very disparagingly about such a person. Any time a person makes a firm commitment, he should not break his word. The Poskim debate whether one who has a good reason to break his word still falls under this category, but someone definitely should not break his commitment for no good reason and one who does so is considered to have done a very bad thing.

Question: What if the employer doesn't completely rescind the offer of a job but instead offers him a different position that is equal as far as the terms but is not the original position that he agreed to give the employee?

Answer: In such a case, the problem of causing financial harm to the employee would not apply. The problem of *taarumos* would also not apply since the employer is taking care of the employee and giving him a job. The only possible issue is *mechusar amanah*. If the employee specifically preferred the original job that he was offered and is now being given a less ideal position, it could be argued that the employer is breaking his word. I'm inclined to think that this would be considered *muchsar amanah* but this is not explicitly stated in the Poskim. Ideally, I would advise the employer to try to offer the employee some incentive to make him happy so that he agrees to the new position. If he is happy, then there would be no problem.