

CHABAD LUBAVITCH OF CHAUTAUQUA

23 Vincent Avenue Chautauqua, NY 14722 T: (716) 357 - 3467 W: www.cocweb.org E: rabbi@cocweb.org

Everyday Ethics – Week 7 – 2021

1. ...as Rav says: A laborer may retract his commitment to his employer even in the middle of the day... as it is written: *“For unto Me the children of Israel are servants”* (Leviticus 25:55), indicating that they are servants of G-d, but not servants of servants, i.e., of other people. Consequently, it is permitted for a laborer to conclude his term of employment whenever he wants. (Talmud, Tractate Baba Kama 116b)
2. **MISHNA:** One who hires artisans [or laborers], and they deceived one another, they have nothing but a grievance against one another, [and they have no financial claim against the deceptive party.]
If he hires ...or anything which would be irretrievably lost [if not performed by a certain time], and they [the workers] renege [on their agreement]: If it is a place where no others are available [at the same wage], he may hire [other workers at a higher wage and charge it] against [what he owes] them or deceive them [by telling them he will add to their wage, but only paying them that which they had previously agreed upon].
One who hires artisans [or laborers] and they reneged, they are at a disadvantage. If the employer reneges, he is at a disadvantage. Whoever changes [the terms accepted by both parties] is at a disadvantage, and whoever reneges [on an agreement] is at a disadvantage.
3. **GEMARA:** ...If you wish, say this *tanna* also calls [the term] reneged, by the term deceived.
As it is taught, One who hires artisans [or laborers], and they deceived the employer, or the employer deceived them, they have nothing but a grievance against one another, and no monetary claim.
4. ...In what case is this statement, [that if they reneged they have only a grievance], said?
When they had not started the work at all. But if they had started the work, the court appraises for them that which they have done. How so? If they received standing grain to reap for two *sela*, and they reaped half of it and left half of it, ...the court appraises for them that which they have done.
If [the current wage for the part of the task they had not yet done, RASHI] was now worth six dinars, [a *sela* and a half, as the price for this assignment increased] he gives them a *sela*...
5. Rabbi Dosa says: The court appraises for them that which must still be done. [If the current wage for the part of the task they had not done] was worth six dinars, he gives a shekel, [which is equivalent to half a *sela*,]...
6. In what case is this statement said? It is said with regard to a matter that does not involve financial loss due to the work stoppage, but with regard to a matter that involves financial loss due to the work stoppage, the employer may hire replacement laborers for a high price at the expense of the first laborers or deceive the first laborers. How does he deceive them? For example, he can say to them: I fixed a *sela* as wages for you; come and take two. And up to what amount may he hire at their expense? Even up to forty or fifty dinars. [He can pay other laborers far more than the first laborers' wages to ensure that the work is completed.]
7. In what case is this statement said? When there are no other laborers there, to hire. But if there are laborers there to hire, and the laborers said : Go and hire from these, the employer has nothing but a grievance against them...
8. The Master said: *“The court appraises for them that which they have done. How so? If it is worth six dinars he gives them a sela.”* The Rabbis hold that the laborer is at an advantage, [and therefore even if the laborer reneges on the assignment, he does not lose everything.]...
9. *“Rabbi Dosa says: The court appraises for them that which must still be done. If it is worth six dinars, he gives a shekel.”* Rabbi Dosa holds that the laborer is at a disadvantage, [in accordance with the principle that whoever reneges is at a disadvantage.]...
10. Rav said: The *halakha* is in accordance with the opinion of Rabbi Dosa.
And did Rav really say that? But doesn't Rav say that a laborer can renege from his commitment even at midday?
...there is a difference for Rabbi Dosa between hired work and contracted work, as a hired laborer can renege, [because he is not a 'servant' of his employer] but a contracted laborer cannot, [because he is in essence working for himself]
11. is there really a difference for him? But isn't it taught in a *baraita*:

12. One who hires a laborer, and at midday heard that a relative of his died, or if the laborer was gripped with fever and could not continue to work, if he is a hired laborer, he gives him his wage; if he is a contractor, he gives him his contracted payment?
13. ...Rather, Rabbi Dosa is saying two *halakhot*, and Rav holds in accordance with his opinion in one matter and disagrees with his opinion in one matter. (Talmud, Tractate Bava Metzia 75b-76-a)
14. When a person hires workers and the workers hoax the employer or the employer hoaxes the workers, all they have is complaints against each other.
 ...A worker may quit his work even in the middle of the day. This is derived from (Leviticus 25:55) "*The children of Israel are servants to Me*" - i.e., to Me alone. They are not servants to servants.
 What is the law that applies to a worker who quits after having started work? We evaluate the work that he performed and he is paid that amount. If he is a contractor, we evaluate the work that still must be performed. Whether the price of labor was low at the time he was hired or it was not low, whether it was reduced afterwards or whether it was not reduced, we evaluate the work that must be performed...
 When does the above apply? With regard to work that does not involve an immediate loss. If, however, the work involves an immediate loss ...neither a worker nor a contractor may retract unless he is held back by forces beyond his control -e.g., he became ill or a close relative died. [RAMA C.M. 333:3: *he became ill* – or his wife or his child]
15. If the worker is not held back by forces beyond his control, and he retracts, the owner may hire others on their account or deceive them.
 a. *Only if originally, it would have been possible for the employer to have found other workers at that wage. For otherwise the workers will not have caused the employer a loss.* (Shulchan Aruch C.M. 333:2)
16. What is meant by deceiving them? He tells them: "I agreed to pay you a *sela*; take two so that you will complete your work." Afterwards, he is not required to give them anything more than he originally agreed. Moreover, even if he gave them two, he can compel them to return the additional amount.
 What is meant by hiring others on their account? He hires other workers who complete their task so that he will not suffer a loss. Whatever he must add to pay these later workers beyond the amount the first workers agreed upon, he may take from the first workers.
 To what extent are the first workers responsible? For their entire wage. Moreover, if they have property that is in the employer's possession, the employer can use that property to hire workers to complete their work until he pays each worker 40 or 50 zuz a day although he originally hired the worker at three or four zuz.
17. When does the above apply? When there are no workers available to hire at the wage to be paid the original workers. If, however, such workers are available and the original workers tell the employer: "Go out and hire from these to complete your work so that you will not suffer a loss," whether a worker or a contractor is involved, the employer has only complaints against them. To determine the wage that should be paid, we follow these guidelines: For a worker, we calculate the work he already performed and for a contractor, we calculate the work that must be performed.
 (Maimonides, Laws of Sechirut 9:4)
18. A caretaker... is considered work that involves 'immediate loss' since the employer cannot do his/her own work and thus their work is lost. A teacher is also considered 'immediate loss' (Rama C.M. 333:5 from Terumat Hadeshen 329)
 a. In truth, *Terumas Hadeshen* remains inconclusive on this, so that Maharashdam (#119) writes that if the caretaker already received his/her full pay and is in possession, the employer cannot demand that he return the differential. Accordingly, it depends on the *Dayan's* evaluation of the particular circumstances. (Shach 333:23)
19. Resh Lakish showed a denar to R. Eleazar who told him that it was good. He said to him: You see that I rely upon you. He replied: Suppose you do rely on me, what of it? Do you think that if it is found bad I would have to exchange it [for a good one]? Did not you yourself state that it was [only] R. Meir who adjudicates liability in an action for damage done indirectly, which apparently means that it was only R. Meir who maintained so whereas we did not hold in accordance with his view? —
 But he said to him: No; R. Meir maintained so and we hold with him. (Talmud, Tractate Bava Kama 100a)
20. Whenever a person causes property belonging to a colleague to be damaged - even though he himself is not the one who ultimately causes the damage - since he is the primary cause, he is liable to make financial recompense from the finest property in his possession, like others who cause damage... (Maimonides Laws of Chovel U'Mazik 7:7, 9)

Chabad Lubavitch of Chautauqua's only source of funding is donations from private individuals
Please be generous, donations are tax deductible

Please consider leaving a gift for Chabad Lubavitch of Chautauqua in your 'Living Legacy' will