

Extending a job offer? Handle with care

Hiring new staff can be a very exciting time for a business: it represents growth, positive change and the chance to bring fresh new talent into the organisation. However, the hiring process can be daunting, because although most employers are well educated about the Basic Conditions of Employment Act, there are a number of less obvious risks associated with recruitment.



By [Niteske Marshall](#) 31 Jul 2014



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I have seen employers land in hot water over surprisingly simple aspects of extending a job offer. In one case, the manager involved formally extended the offer without final authorisation. In another, the offer was made just before the CEO resigned and all new appointments were put on hold. And in a third case, the company announced it was forced to make staff cuts days after the offer of employment was signed. While it might seem like these employers were entitled to recall the job offer made - they weren't. Job applicants are legally protected once they have a signed offer of employment and employers cannot renege on this.

Opportunity for misunderstanding

Another pitfall in recruitment lies in the negotiation process. Here, the devil is in the detail. Normally, the hiring manager, a senior manager and an HR officer are all involved in the discussions around the available position. These communications typically cover issues like leave allowances, bonuses, working hours etc. But with so many people and so many little details involved in these often ad hoc communications, there is plenty of opportunity for misunderstanding.

No manager wants to hear that a new employee has an expectation regarding his employment contract after the fact with the claim that the issue was previously clarified with somebody else. For example, during the interview process, the candidate asked one of the hiring team if he could work flexitime and was told: "It shouldn't be a problem."

Such vague communication can lead to serious problems. In my experience, 40% of reasons why a new employee leaves a company within the first three months are due to this type of misunderstanding, where applicant expectations are not met.

To ensure consistently clear communications during the hiring process, follow these golden rules:

- Every interview or meeting with the applicant must be attended by at least two representatives from the hiring company and all questions and answers relating to benefits and conditions of employment must be openly and thoroughly discussed;
- All questions regarding the remuneration package, benefits and other terms of employment must be resolved upfront in writing; nothing should be left open-ended and relegated to the domain of, "we'll cross that bridge later";
- The practice of providing prospective employees with a dummy payslip is useful. However, it must be clearly stated in writing that a copy of a payslip does not constitute a job offer, and that the numbers reflected on such a payslip can be subject to change; and
- Get 100% confirmation from all relevant decision makers before formally extending a job offer to the preferred candidate.

If, as an employer, you find yourself in the unfortunate position of having erroneously extended a contract of employment having done so prematurely, there is no quick fix - especially if the applicant has already resigned from his job on the basis of your offer. Try to reach a mutually acceptable agreement with the aggrieved applicant or prepare yourself for a visit to the CCMA.

ABOUT NITESKE MARSHALL

Niteske Marshall is the managing director of Network Recruitment, a division of the AdvTech Group.
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