### Framework

#### I value morality. Ethical Internalism is true:

#### 1. Motivation – A) Externalist notions of ethics collapse to internal since the only reason agents follow external demands is those demands are consistent with their internal account of the good. Motivation is a necessary feature for ethics since normativity only matters insofar as agents follow through on the ethic that’s generated from it B) Empirics – there is no factual account of the good since each agents’ motivations are unique and there has been no conversion of differing beliefs into a unified ethic.

#### 2. Moral truths are contextual rather than universal – A) Contradictions – it would be illogical to say that x is always true because there are situations in which we internally judge x to be false, for example to assert “murder is wrong” as an external force would be to say every instance like “self-defense is just” would be a contradiction. B) Experience – Even the most objective description of another individuals’ experience cannot bridge the epistemic gap between my experience and theirs (for example, I cannot know what cilantro tastes like to a lemur), which means a universal understanding of experience is impossible C) Ethical theories are insular – they define the good and language to describe it in their own terms. Joyce 02, Joyce, Richard. Myth of Morality. Port Chester, NY, USA: Cambridge University Press, 2002. p 45-47. //Scopa This distinction between what is accepted from within an institution, and “stepping out” of that institution and appraising it from an exterior perspective, is close to Carnap’s distinction between internal and external questions. 15 Certain “linguistic frameworks” (as Carnap calls them) bring with them new terms and ways of talking: accepting the language of “things” licenses making assertions like “The shirt is in the cupboard”; accepting mathematics allows one to say “There is a prime number greater than one hundred”; accepting the language of propositions permits saying “Chicago is large is a true proposition,” etc. Internal to the framework in question, confirming or disconfirming the truth of these propositions is a trivial matter. But traditionally philosophers have interested themselves in the external question – the issue of the adequacy of the framework itself: “Do objects exist?”, “Does the world exist?”, “Are there numbers?”, “Are the propositions?”, etc. Carnap’s argument is that the external question, as it has been typically construed, does not make sense. From a perspective that accepts mathematics, the answer to the question “Do numbers exist?” is just trivially “Yes.” From a perspective which has not accepted mathematics, Carnap thinks, the only sensible way of construing the question is not as a theoretical question, but as a practical one: “Shall I accept the framework of mathematics?”, and this pragmatic question is to be answered by consideration of the efficiency, the fruitfulness, the usefulness, etc., of the adoption. But the (traditional) philosopher’s questions – “But is mathematics true?”, “Are there really numbers?” – are pseudo-questions. By turning traditional philosophical questions into practical questions of the form “Shall I adopt...?”, Carnap is offering a noncognitive analysis of metaphysics. Since I am claiming that we can critically inspect morality from an external perspective – that we can ask whether there are any non-institutional reasons accompanying moral injunctions – and that such questioning would not amount to a “Shall we adopt...?” query, Carnap’s position represents a threat. What arguments does Carnap offer to his conclusion? He starts with the example of the “thing language,” which involves reference to objects that exist in time and space. To step out of the thing language and ask “But does the world exist?” is a mistake, Carnap thinks, because the very notion of “existence” is a term which belongs to the thing language, and can be understood only within that framework, “hence this concept cannot be meaningfully applied to the system itself.” 16 Moving on to the external question “Do numbers exist?” Carnap cannot use the same argument – he cannot say that “existence” is internal to the number language and thus cannot be applied to the system as a whole. Instead he says that philosophers who ask the question do not mean material existence, but have no clear understanding of what other kind of existence might be involved, thus such questions have no cognitive content. It appears that this is the form of argument which he is willing to generalize to all further cases: persons who dispute whether propositions exist, whether properties exist, etc., do not know what they are arguing over, thus they are not arguing over the truth of a proposition, but over the practical value of their respective positions. Carnap adds that this is so because there is nothing that both parties would possibly count as evidence that would sway the debate one way or the other.

#### Thus, agents justify their actions based on individual moral preferences and deal with ethical dilemmas by prioritizing certain beliefs. It’s a constitutive feature of humanity to rationally maximize value under a particular index of the good. Gauthier 98, David Gauthier, Canadian-American philosopher best known for his neo-Hobbesian social contract theory of morality, Why Contractarianism?, 1998, ///AHS PB //Recut by Scopa Fortunately, I do not have to defend normative foundationalism. One problem with accepting moral justification as part of our ongoing practice is that, as I have suggested, we no longer accept the world view on which it depends. But perhaps a more immediately pressing problem is that we have, ready to hand, an alternative mode for justifying our choices and actions. In its more austere and, in my view, more defensible form, this is to show that choices and actions maximize the agent ’s expected utility, where utility is a measure of considered preference. In its less austere version, this is to show that choices and actions satisfy, not a subjectively defined requirement such as utility, but meet the agent ’ s objective interests. Since I do not believe that we have objective interests, I shall ignore this latter. But it will not matter. For the idea is clear; we have a mode of justification that does not require the introduction of moral considerations. 11 Let me call this alternative nonmoral mode of justification, neutrally, deliberative justification. Now moral and deliberative justification are directed at the same objects – our choices and actions. What if they conflict? And what do we say to the person who offers a deliberative justification of his choices and actions and refuses to offer any other? We can say, of course, that his behavior lacks moral justification, but this seems to lack any hold, unless he chooses to enter the moral framework. And such entry, he may insist, lacks any deliberative justification, at least for him. If morality perishes, the justificatory enterprise, in relation to choice and action, does not perish with it. Rather, one mode of justification perishes, a mode that, it may seem, now hangs unsupported. But not only unsupported, for it is difficult to deny that deliberative justification is more clearly basic, that it cannot be avoided insofar as we are rational agents, so that if moral justification conflicts with it, morality seems not only unsupported but opposed by what is rationally more fundamental. Deliberative justification relates to our deep sense of self. What distinguishes human beings from other animals, and provides the basis for rationality, is the capacity for semantic representation. You can, as your dog on the whole cannot, represent a state of affairs to yourself, and consider in particular whether or not it is the case, and whether or not you would want it to be the case. You can represent to yourself the contents of your beliefs, and your desires or preferences. But in representing them, you bring them into relation with one another. You represent to yourself that the Blue Jays will win the World Series, and that a National League team will win the World Series, and that the Blue Jays are not a National League team. And in recognizing a conflict among those beliefs, you find  rationality thrust upon you. Note that the first two beliefs could be replaced by preferences, with the same effect. Since in representing our preferences we become aware of conflict among them, the step from representation to choice becomes complicated. We must, somehow, bring our conflicting desires and preferences into some sort of coherence. And there is only one plausible candidate for a principle of coherence – a maximizing principle. We order our preferences, in relation to decision and action, so that we may choose in a way that maximizes our expectation of preference fulfillment. And in so doing, we show ourselves to be rational agents, engaged in deliberation and deliberative justification. There is simply nothing else for practical rationality to be. The foundational crisis of morality thus cannot be avoided by pointing to the existence of a practice of justification within the moral framework, and denying that any extramoral foundation is relevant. For an extramoral mode of justification is already present, existing not side by side with moral justification, but in a manner tied to the way in which we unify our beliefs and preferences and so acquire our deep sense of self. We need not suppose that this deliberative justification is itself to be understood foundationally. All that we need suppose is that moral justification does not plausibly survive conflict with it.

**And because agents takes their own ability to act as intrinsically valuable, permissibility is avoided through a system of mutual self restraint where agents refrain from impeding upon the actions of other agents, under the expectation that others will do the same out of rational self interest. This is achieved through a system of contracts which both parties’ consent to in order to regulate behavior. Gauthier 2,** David Gauthier, Canadian-American philosopher best known for his neo-Hobbesian social contract theory of morality, Why Contractarianism?, 1998 ///AHS PB //Recut by ScopaI shall not rehearse at length an argument that is now familiar to at least some readers, and, in any event, can be found in that book. But let me sketch briefly those features of deliberative rationality that enable it to constrain maximizing choice. The key idea is that **in many situations, if each person chooses what, given the choices of the others, would maximize her expected utility, then the outcome will be mutually disadvantageous in comparison with some alternative – everyone could do better**. 14 Equilibrium, which obtains when each person ’ s action is a best response to the others ’ actions, is incompatible with (Pareto-) optimality, which obtains when no one could do better without someone else doing worse. Given the ubiquity of such situations, **each person can see the benefit, to herself, of participating with her fellows in practices requiring each to refrain from the direct endeavor to maximize her own utility, when such mutual restraint is mutually advantageous. No one**, of course, **can have reason to accept any unilateral constraint on her maximizing behavior; each benefits from, and only from, the constraint accepted by her fellows**. But if one benefits more from a constraint on others than one loses by being constrained oneself, one may have reason to accept a practice requiring everyone, including oneself, to exhibit such a constraint. We may represent **such a practice** as capable of gaining unanimous agreement among rational persons who were choosing the terms on which they would interact with each other. And this agreement **is the basis of morality**. Consider a simple example of a moral practice that would command rational agreement. Suppose each of us were to assist her fellows only when either she could expect to benefit herself from giving assistance, or she took a direct interest in their well-being. Then, in many situations, persons would not give assistance to others, even though the benefit to the recipient would greatly exceed the cost to the giver, because there would be no provision for the giver to share in the benefit. Everyone would then expect to do better were each to give assistance to her fellows, regardless of her own benefit or interest, whenever the cost of assisting was low and the benefit of receiving assistance considerable. **Each would thereby accept a constraint on the direct pursuit of her own concerns, not unilaterally, but given a like acceptance by others. Reflection leads us to recognize that those who belong to groups whose members adhere to such a practice of mutual assistance enjoy benefits in interaction that are denied to others**. We may then represent such a practice as rationally acceptable to everyone. **This rationale for agreed constraint makes no reference to the content of anyone ’ s preferences**. The argument depends simply on the structure of interaction, on the way in which each person ’ s endeavor to fulfill her own preferences affects the fulfillment of everyone else. **Thus, each person ’ s reason to accept a mutually constraining practice is independent of her particular desires, aims and interests, although not, of course, of the fact that she has such concerns**. The idea of a purely rational agent, moved to act by reason alone, is not, I think, an intelligible one. **Morality is not to be understood as a constraint arising from reason alone on the fulfillment of nonrational preferences. Rather, a rational agent is one who acts to achieve the maximal fulfillment of her preferences, and morality is a constraint on the manner in which she acts, arising from the effects of interaction with other agents**

#### Thus, the standard is consistency with inter-personal constructivism. To clarify, it’s contractarianism. And, the framework outweighs on actor specificity: States are not physical actors, but derive authority from contracts that allow them to constrain action.

#### Prefer additionally –

#### 1. Flexibility – Contracts are key to a) Encompassing all other ethical calculus into our decision since we process the consistency of those frameworks with our self interest and b) Value pluralism – recognizing a singular ethic fails to account for the complexity of moral problems and genuine moral disagreement. My framework solves since we can recognize multiple legitimate values while allowing individuals to exclude ones that are bad.

#### 2. Bindingness – A) Arising of Ethics – Every interaction with another agent is mediated by consent to participate in that interaction since otherwise agents could simply leave, which means there is an implicit social contract formed in every ethical interaction and B) Culpability – Only contracts can ensure agents are held to their agreements since there is a verifiable basis for judging their action as wrong as well as a pre-established punishment for breaking it.

#### 3. Regress – A) Reason – Only my framework answers the question “why be moral”, since agents have a reason to restrain their conflict due to self-interest rather than some non-existent transcendental principle B) Debates – When we compare between frameworks we suppose a higher evaluative mechanism, which presupposes a higher one, which means only self-contained rules in contracts are coherent.

4. Performativity— the existence of a debate requires a contractual agreement to participate and knowledge of rules

### Advocacy

#### I contend that a just government ought to recognize an unconditional right of workers to strike.

#### If you want me to defend enforcement, its through IFAs, which is normal means

Neill 12 [Emily CM; “The Right to Strike: How the United States Reduces it to the Freedom to Strike and How International Framework Agreements can Redeem it,” 1/1/12; Labor & Employment Law Forum Volume 2 Issue 2 Article 6; <https://digitalcommons.wcl.american.edu/cgi/viewcontent.cgi?referer=https://www.google.com/&httpsredir=1&article=1047&context=lelb>] Justin

IFAs open the door to collective bargaining by creating a space that alters the traditionally antagonistic employer-employee engagement and is more hospitable to the organizing process.83 MNC commitment to respect the core ILO principles of freedom of association and the rights to organize and collectively bargain through IFAs are instrumental to realizing that purpose.84 1. The Creation and Proliferation of International Framework Agreements An IFA is an agreement negotiated between an MNC and typically85 a global union86 to establish an ongoing relationship between the signatories and ensure adherence to uniform labor standards by the MNC in all countries in which it operates.87 IFAs are the first and only formally-negotiated instruments between unions and corporations at the global level and a significant development in labor relations.88 Since the signing of the first IFA in 1988, they have spread at a steadily increasing rate. 89 Their proliferation since 2000 has been especially dramatic—with the number of IFAs signed in 2003-2006 nearly doubling the number signed in the first fifteen years.90 By 2008, approximately sixty-five agreements had been concluded.91 At the end of 2010, that number had jumped to seventy-six.92 2. Context of Framework Agreements: Corporate Social Responsibility While both corporate codes of conduct and IFAs can be traced to a consumer driven push for corporate social responsibility, a key difference separates the two: credibility. In the late 1980’s, MNCs in the United States began to respond to campaigns by non-governmental organizations accusing MNCs of international human rights abuses by elaborating internal codes of conduct.93 These codes, unilaterally written and implemented, tend to be vague and provide for no enforcement mechanism.94 The voluntary, self-enforcing nature of these commitments has led critics to conclude that they are mere marketing ploys lacking in credibility or having any real social impact.95 IFAs were developed, in part, as an alternative to corporate codes of conduct to raise labor standards.96 Unlike unilateral codes, IFAs are negotiated between the two principal actors—employers and workers—in the employment relationship.97 Involvement of the very party the agreement is meant to protect attaches greater meaning and significance to the instrument.98 The purpose of IFAs is to promote fundamental labor rights by regulating corporate conduct on a global level.99 This brings us to another key distinction between corporate codes of conduct and IFAs: their concrete normative content. 3. Core ILO Principles as the Substantive Content of IFAs Whereas codes tend to be vague in their commitments, MNCs commit themselves to concrete international labor norms through framework agreements. The key areas of IFAs are the acceptance of the four core labor standards, as articulated in the 1998 ILO Declaration.100 The Declaration itself is typically not mentioned, but rather the four rights are referred to in IFAs by their convention numbers.101 Thus, apart from a very few exceptions, IFAs refer explicitly to ILO Conventions 87 and 98 on freedom of association and the right to organize and collective bargaining, respectively.102 As previously discussed, ILO standards are the principal source of international labor norms.103 ILO Conventions 87 and 98 are perhaps the most important of ILO principles since the right to organize and bargain collectively is essential to the defense of working conditions like wages, hours, and health and safety through the collective bargaining process.104 4. Scope of IFAs, MNCs and Supply Chains One of the most important features of IFAs is their goal of addressing behavior not only within the signatory MNC, but along their supply chains as well.105 According to one study, of the IFAs in existence as of 2008, eighty eight percent explicitly indicated that the norms of the agreements applied to their subsidiaries and seventy-three percent contained provisions defining their application to suppliers and subcontractors.106 These provisions contain varying degrees of commitment on behalf of the signatory MNC. Some MNCs agree to place very concrete obligations on supply chain parties, going so far as to detail sanctions to be imposed upon non-compliant suppliers.107 Others contain provisions that are less mandatory, limiting the MNC’s obligation to informing or encouraging its suppliers and subsidiaries to respect the principles of the agreement. For instance, the PSA Peugeot Citroen IFA was amended in 2010, changing its once relatively firm language by which suppliers are “required” to make similar commitments to a much weaker provision in which the MNC agrees to “request” that its suppliers a similar commitment in respect of their own suppliers and sub-contractors.108 III. ANALYSIS The principal weapon workers have to leverage their bargaining power is the strike.109 The permanent strike replacement policy renders [strikes] this weapon almost meaningless by subjecting workers that employ it to a risk of job loss. This practice deviates from international norms on freedom of association, the right to organize, and bargain collectively, as enunciated in Conventions 87 and 98, and reaffirmed in the ILO 1998 Declaration to the point of rendering the right to strike a mere freedom to strike.110 Fortunately, IFAs have the potential to bring many U.S. operating companies into compliance with international standards on the right to strike, which prohibits the use of permanent replacements. This Section first addresses the effect of the permanent replacement doctrine on the right to strike in the United States. It next argues that as a member of the ILO, the U.S. is obligated to amend this policy to guarantee workers protection in their right to strike. Finally, it argues that even if the U.S. permits permanent strike replacements, certain U.S. companies are bound to IFAs that prohibit them from taking advantage of the policy. A. Interference with the Right to Strike is an Abridgement of ILO Principles Collective bargaining is the mechanism through which workers present their demands to an employer and, through negotiations, determine the working conditions and terms of employment.111 The right to strike arises most often in the context of collective bargaining, though as a weapon of last resort.112 The employment relationship is an economic one—with most workers’ demands encompassing improved pay or other working conditions.113 To bring balance to the employment relationship at the bargaining table, one of the primary weapons available to workers in defending their interests is the threat of withholding labor to inflict costs upon the employer.114 The principle of the strike as a legitimate means of action taken by workers’ organizations is widely recognized in countries throughout the world, almost to the point of universal recognition.115 The ILO Committee on Freedom of Association holds the position that the right to strike is a basic consequence of the right to organize.116 Interference or impairment of the right to strike is inconsistent with Articles 3, 8, and 10 of Convention 87 guaranteeing workers freedom of association and the right to take concerted actions to further their interests. Article 3 recognizes the right of workers’ organizations to organize their activities and to formulate their programs.117 Article 10 states that the term “organization” means any organization for furthering and defending the interests of workers.118 When read together with Article 10, Article 3 protects activities and actions that are designed to further and defend the interests of workers.. Recall that strikes are recognized as an essential means through which workers further and defend their interests.119 Article 8 declares that no national law may impair the guarantees of the Convention.120 Because strike action falls under the activities protected by Article 3, which are aimed at furthering and defending workers’ interests, limitations on the right to strike may contravene Conventions 87 and 98.121 This subsection addresses the lawful practice of hiring of permanent replacements for striking workers in the United States as it relates to ILO principles.1. The Use of Permanent Strike Replacements Reduces the ‘Right’ to Strike to the Unprotected ‘Freedom’ to Strike In refraining from ratifying ILO Conventions 87 and 98, the United States government has insisted that U.S. law sufficiently guarantees workers protections of the principles of freedom of association, the rights to organize, and bargain collectively.122 While Section 13 of the NLRA addresses the right to strike,123 in reality, enforcement of the NLRA falls short of its goals and departs from international norms, which afford the right to strike fundamental status.124 The Mackay doctrine, permitting permanent replacement of strikers renders the right a mere privilege, or freedom, because it removes meaningful protection of the right by stripping employers of a duty to refrain from interference with striking.125 Wesley Hohfeld’s famous account of legal rights provides a useful analytical framework for distinguishing between the colloquial uses of the “rights” and their implications.126 Under this framework, rights are distinguished from what he calls privileges, or freedoms, by the existence or inexistence of a corresponding duty. All rights have a corresponding duty, or a legal obligation to respect the legal interest of the right-holder and refrain from interfering with it.127 In the example of the right to strike, the correlative is the employer’s duty to not interfere with the employees’ right.128 On the other hand, a ‘freedom’ is the liberty to act, but without the imposition of a duty upon others.129 When one has the freedom to act, others simply do not have a right to prevent her from acting.130 In the strike context, if employees enjoy the freedom to strike, an employer does not have the right to stop the employees from striking, but does not have a duty to not interfere with the act of striking.131 In establishing the Mackay permanent strike replacement Doctrine, the Supreme Court reasoned that the ‘right’ to strike does not destroy an employer’s right to protect and continue business by filling the vacancies of the strikers.132 In so holding, the Court actually transformed the ‘right’ to strike it into the ‘freedom’ to strike by removing a corresponding affirmative duty not to interfere with the exercise of the right from the employer.133 The hire of permanent replacements interferes with strike action by inflicting substantial repercussions upon the employees that undertake the action, loss of employment opportunities.134 The Mackay doctrine forces an employee to choose to strike—at the risk of losing the very job that is the object of the gains and benefits sought— rendering the act virtually useless.135 The threat of being permanently replaced has, in fact, discouraged workers from exercising their ‘right’ to strike.136 Application of the Mackay doctrine produces results that are inconsistent with the NLRA’s provisions regarding protected activity, making the diminution of protection for striking employees even more apparent. In recognizing an employer right to hire permanent replacements, the Mackay Court created a loophole for employers who otherwise are prohibited from firing striking employees under the Section 8(a)(3) of the NLRA, which proscribes retaliation against employees that engage in protected union activity.137 While the act of permanently replacing strikers is lawful, firing strikers is unlawful, although both acts produce the same result: loss of a job as a consequence of striking.138 The result renders the NLRA’s protections for striking workers a dead letter. Although employers have a duty to refrain from retaliation against workers engaged in union activity in the form of firing, employers do not have a duty to refrain from reaching the same result through a different tactic—permanent replacement.139 Thus, this removal of a duty to refrain from interference renders the ‘right’ to strike, an unprotected ‘freedom’ to strike that yields to an employer’s corresponding freedom to replace strikers.140 In other words, the Mackay doctrine preserves the NLRA Section 13 reference to strike action as a lawful recourse for workers, but not one afforded the status of a protected right.

### Contention

**1. Contractarianism requires parties to be on equal footing when entering agreements, as otherwise the agreement is corrupted by the unequal influence of those in power. Because some inequality is inevitable, ideal solutions can only be found by abstracting away into a hypothetical bargaining situation. Gauthier 3,** David Gauthier, Canadian-American philosopher best known for his neo-Hobbesian social contract theory of morality, Why Contractarianism?, 1998, ///AHS PB //Recut by Scopa **What a rational person would agree to in existing circumstances depends in large part on her negotiating position** vis-à-vis her fellows. **But her negotiating position is significantly affected by the existing social institutions**, and so by the currently accepted moral practices embodied in those institutions. **Thus**, although **agreement** may well yield practices differing from those embodied in existing social institutions, yet it **will be influenced by those practices, which are not themselves the product of rational agreement**. And this must call the rationality of the agreed practices into question. **The arbitrariness of existing practices must infect any agreement whose terms are significantly affected by them**. Although rational agreement is in itself a source of stability, yet this stability is undermined by the arbitrariness of the circumstances in which it takes place. **To escape this arbitrariness, rational persons will revert from actual to hypothetical agreement, considering what practices they would have agreed to from an initial position not structured by existing institutions and the practices they embody. The content of a hypothetical agreement is determined by an appeal to the equal rationality of persons.** Rational persons will voluntarily accept an agreement only insofar as they perceive it to be equally advantageous to each. To be sure, each would be happy to accept an agreement more advantageous to herself than to her fellows, but **since no one will accept an agreement perceived to be less advantageous, agents** whose rationality is a matter of common knowledge **will** recognize the futility of aiming at or holding out for more, and minimize their bargaining costs by **coordinating at the point of equal advantage**. Now the extent of advantage is determined in a twofold way. First, there is advantage internal to an agreement. In this respect, **the expectation of equal advantage is assured by procedural fairness**. The step from existing moral practices to those resulting from actual agreement takes rational persons to a procedurally fair situation, **in which each perceives the agreed practices to be ones that it is equally rational for all to accept,** given the circumstances in which agreement is reached. But those circumstances themselves may be called into question insofar as they are perceived to be arbitrary – the result, in part, of compliance with constraining practices that do not themselves ensure the expectation of equal advantage, and so do not reflect the equal rationality of the complying parties. To neutralize this arbitrary element, **moral practices to be fully acceptable must be conceived as constituting a possible outcome of a hypothetical agreement under circumstances that are unaffected by social institutions that themselves lack full acceptability**. Equal rationality demands consideration of external circumstances as well as internal procedures.

#### That affirms – 1) Because employees are dependent upon their employer, employees are subject to a severe power imbalance that constitutes coercion.

Budd and Scoville 05, John W. Budd and James G. Scoville "The Ethics of Human Resources and Industrial Relations.", p.70, LABOR AND EMPLOYMENT RELATIONS ASSOCIATION SERIES, Cornell University Press, October 15, 2005 [http://jbudd.csom.umn.edu/RESEARCH/hrirethics.htm] AHS//NPR Accessed 10/23/21

**The overwhelming number of people need to work to survive**, at least for a large portion of their live. There is a sense in which people are forced to work. **When an assailant says, “Your wallet or your life,**” you technically have a choice. However, for many **this situation is the paradigm of coercion.** How close is the analogy between the assailant and **the requirements of the employer**? Admittedly, in good times the balance of power shifts somewhat, but in hard times the balance of power is with the employer. Most people have to take the terms of employment a they get them (Manning 2003). Someone wanting employment does not negotiate about whether or not to be tested for drugs, for example. If drug testing is the company policy, you either submit to the test or forfeit the job. **If you want a job, you agree to employment** at **will and to layoffs** if management believes that they are necessary. **Survival for yourself and any dependents requires it.** As with the assailant, you technically have a choice, but **most employees argue they have little choice about multiple important terms of employment.** A Kantian, in common with the pluralist school of industrial relations, maintains that **the imbalance between employer and employee ought to be addressed.** Otherwise, industrial relations rests on an unethical foundation.

#### The right to unionize and strike corrects this power imbalance by ensuring an opportunity for organization and collective bargaining.

Bowie 99, Norman E., professor emeritus at the University of Minnesota “Business Ethics: A Kantian Perspective” Wiley Blackwell. [https://b-ok.cc/book/2885756/a063b7] AHS//NPR

Accessed 10/24/21

Although I emphasize meaningful work as a means to gain respect and grow as a human being by exercising one’s talents, Ciulla reminds me that there is much in the work environment that undermines negative freedom (freedom from coercion), and that the decision to work itself requires a giving up of freedom in some respects. This latter point does not overly concern me because all choice forecloses other choices. Moreover, **having a job provides income, and income expands choices because it opens up possibilities**. **This is especially true when one has an adequate wage, and that is why I have emphasized the role that an adequate wage plays in meaningful work**. Of course, Ciulla is well aware of all this and in her analysis she points out that **for the unskilled their range of options is extremely limited, that the demise of unions has given much more power to manage- ment, and that there is a correlation between higher-paying jobs and the amount of freedom one has**. All these points are well taken. I especially agree with Ciulla that **unions provide a means for enhancing employee freedom**. In this case I practiced what I now preach. I am a former president of the AAUP union at the University of Delaware. I also point out that the United States is the most anti-union country in the G-20. **Unionization is considered a human right by the United Nations**. **Obviously unions provide an opportunity for participation**, and I think Ciulla and I agree that **participation schemes are one way to limit coercion**. In response to trends over the past twenty years, in this edition of Business Ethics: A Kantian Perspective I pay more attention to adequate pay for the middle class, issues of inequality, and economic mobility. However, none of this requires a revision in my original account of meaningful work.

#### 2. The National Labor Relations Act explicitly defends the right to strike

National Labor Relations Board ND, National Labor Relations Board is comprised of a team of professionals who work to assure fair labor practices and workplace democracy nationwide, [https://www.nlrb.gov/about-nlrb/rights-we-protect/your-rights/nlra-and-the-right-to-strike] Accessed 10/25/21 AHS//NPR

The Right to Strike. Section 7 of the Act states in part, “Employees shall have the right. . . to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.” Strikes are included among the concerted activities protected for employees by this section. Section 13 also concerns the right to strike. It reads as follows: Nothing in this Act, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications on that right. It is clear from a reading of these two provisions that: the law not only guarantees the right of employees to strike, but also places limitations and qualifications on the exercise of that right. Lawful and unlawful strikes. The lawfulness of a strike may depend on the object, or purpose, of the strike, on its timing, or on the conduct of the strikers. The object, or objects, of a strike and whether the objects are lawful are matters that are not always easy to determine. Such issues often have to be decided by the National Labor Relations Board. The consequences can be severe to striking employees and struck employers, involving as they do questions of reinstatement and backpay. Strikes for a lawful object. Employees who strike for a lawful object fall into two classes: economic strikers and unfair labor practice strikers. Both classes continue as employees, but unfair labor practice strikers have greater rights of reinstatement to their jobs. Economic strikers defined. If the object of a strike is to obtain from the employer some economic concession such as higher wages, shorter hours, or better working conditions, the striking employees are called economic strikers. They retain their status as employees and cannot be discharged, but they can be replaced by their employer. If the employer has hired bona fide permanent replacements who are filling the jobs of the economic strikers when the strikers apply unconditionally to go back to work, the strikers are not entitled to reinstatement at that time. However, if the strikers do not obtain regular and substantially equivalent employment, they are entitled to be recalled to jobs for which they are qualified when openings in such jobs occur if they, or their bargaining representative, have made an unconditional request for their reinstatement. Unfair labor practice strikers defined. Employees who strike to protest an unfair labor practice committed by their employer are called unfair labor practice strikers. Such strikers can be neither discharged nor permanently replaced. When the strike ends, unfair labor practice strikers, absent serious misconduct on their part, are entitled to have their jobs back even if employees hired to do their work have to be discharged. If the Board finds that economic strikers or unfair labor practice strikers who have made an unconditional request for reinstatement have been unlawfully denied reinstatement by their employer, the Board may award such strikers backpay starting at the time they should have been reinstated.

## Underview

1] ROB is to evaluate the truth or falsity of the resolution through a substantively justified ethical fw

#### A) Ought is moral – means only evaluate normative ethical offense. **Chrisman 12,** Chrisman, Matthew [The Department of Philosophy in The School of Philosophy Psychology and Language]. "‘Ought’and Control." Australasian Journal of Philosopy 90.3 (2012): 433-451. //Scopa Ethical theorists are interested in the meaning of the word ‘ought’ largely because the paradigmatic way in English to state general moral principles as well as specific practical conclusions is with an ought-sentence. For example, Kant’s initial statement of the Categorical Imperative reads: ‘I ought never to act except in such a way that I could also will that my maxim should become a universal law’ [1785/1985: 402].1 And one of the most famous claims of applied ethics is Singer’s contention that ‘we ought, morally, to be working full time to relieve great suffering of the sort that occurs as a result of famine or other disasters’ [1972: 238]. Although we can state ethical principles and conclusions in other ways, I think it is no mistake that we often reach for ‘ought’ to do so. But what does ‘ought’ mean?

B) Constitutivism – **a) Five dictionaries[[1]](#footnote-1) define to negate as to deny the truth of and affirm[[2]](#footnote-2) as to prove true which means its intrinsic to the nature of the activity**

1. <http://dictionary.reference.com/browse/negate>, <http://www.merriam-webster.com/dictionary/negate>, <http://www.thefreedictionary.com/negate>, <http://www.vocabulary.com/dictionary/negate>, <http://www.oxforddictionaries.com/definition/english/negate> [↑](#footnote-ref-1)
2. *Dictionary.com – maintain as true, Merriam Webster – to say that something is true, Vocabulary.com – to affirm something is to confirm that it is true, Oxford dictionaries – accept the validity of, Thefreedictionary – assert to be true* [↑](#footnote-ref-2)