## Framing

I negate the resolution: a just government ought to guarantee a worker’s right to strike.

The value is morality

#### Ethics must be derived from the constitutive features of agents – ethics based internally fail because they can’t generate universal obligations and ethics based externally fail because they are nonbinding as agents could opt-out which means they fail to guide action.

#### Empiricism could also change, meaning external fw are arbitrary.

#### past experiences have no effect on causality or internal link to continuity, i.e. raining yesterday doesn’t mean rain today.

#### Is/Ought Gap – experience just describes how the world is but doesn’t indicate how it ought to be which means there must be an a priori conception of good

#### Constitutivism solves – it allows for universal obligations among all agents but they are binding and cannot be opted out of.

#### Next, only practical reason is constitutive:

#### [1] Regress – to question why one should reason concedes its authority since it is an act of reasoning itself which proves it’s binding and inescapable

#### That means we must universally will maxims— any non-universalizable norm justifies someone’s ability to impede on your ends.

#### Thus, the value criterion is consistency with the categorical imperative.

#### Prefer additionally:

#### 1] Performativity—freedom is the key to the process of justification of arguments. Willing that we should abide by their ethical theory presupposes that we own ourselves in the first place

#### 2] Consequentialism fails - a] induction fails: the logic of looking into the past to predict the future is predicated on past experiences, meaning it’s circular, b] butterfly effect: every consequence is infinitely cascading so we don’t know the true extent of our actions, meaning we cannot predict consequences

Negate

#### a) The right to strike necessarily involves violating the right to property and contract – it’s coercive, Gourevitch 16:

Gourevitch, A.. “Quitting Work but Not the Job: Liberty and the Right to Strike.” Perspectives on Politics 14 (2016): 307 - 323. //LHP AV Accessed 7/4/21

A second problem follows on the first. **If workers have rights to the jobs they are striking then they must have some powers to enforce those rights**. **Such powers might include** mass picketing, secondary boycotts, sympathy strikes, **coercion and intimidation of replacement workers, even destruction or immobilization of property** – the familiar panoply of strike actions. While workers have sometimes defended such actions without using the specifically juridical language of ‘rights,’ in many cases they have used that kind of appeal.3 Even when they have not employed rights-discourse, they have invoked some related notion of demanding fair terms to their job (Frow, Frow and Katanka 1971). Each and any of the above listed activities of a strike – pickets, boycotts, sympathy actions – are part of the way workers not only press their demands but claim their right to 3 See James Gray Pope’s (1997) remarkable reconstruction of the way, in the 1920s, rights-discourse helped organize and sustain a ‘constitutional strike’ against attempts to curtail and outlaw the strike. the job. Strikers regularly implore other workers not to cross picket lines and take struck jobs. **These are more than speech-acts. At the outer edges, they amount to intimidation and coercion**. Or at least, workers claim the right to intimidate and coerce if the state will not itself enforce this aspect of their right to strike. Liberal societies rarely permit a group of individuals powers that come close and even cross over into rights of private coercion. It is no surprise that regulation and repression of these strike-related activities have been the source of some of the most serious episodes of strike-related violence in US and European history (Brecher 2014; Lambert 2005; Forbath 1991; Adamic 1971; Taft and Ross 1969; Liebknecht 1917). So, alongside the unclear basis for the strikers’ rights to their jobs, the problem for a liberal society is that this right seems to include private rights of coercion or at least troubling forms of social pressure. Yet there is more. **The standard strike potentially threatens the fundamental freedoms of three specific groups**. • Freedom of contract **It conflicts with the freedom of contract of those replacement workers who would be willing to take the job** on terms that strikers will not. Note, this is not a possible conflict but a necessary one. **Strikers claim the job is theirs, which means replacements have no right** to it. But replacements claim everyone should have the equal freedom to contract with an employer for a job. • Property rights **A strike seriously interferes with the employer’s property rights**. **The point of a strike is to stop production**. **But the point of a property right is that, at least in the owner’s core area of activity, nobody else has the right to interfere with his use of that property**. **The** **strikers**, by claiming the employer has no right to hire replacements and thus no way of employing his property profitably, **effectively render the employer unfree to use his property as he sees fit**. To be clear, strikers claim the right not just to block replacement workers, but to prevent the employer from putting his property to work without their permission. For instance, New Deal ‘sit-down’ strikes made it impossible to operate factories, which was one reason why the courts claimed it violated employer property rights (Atleson 1983, 46-48). Similarly, during the Seattle general strike in 1919, the General Strike Committee forced owners to ask permission to engage in certain productive activities – permission it often denied (Brecher 2014, 106-111). • Freedom of association Though the conceptual issues here are complicated, a strike can seriously constrain a worker’s freedom of association. It does so most seriously when the strike is a group right, in which only authorized representatives of the union may call a strike. In this case, the right to strike is not the individual’s right in the same way that, say, the freedom to join a church or volunteer organization is. Moreover, the strike can be coercively imposed even on dissenting members, especially when the dissenters work in closed or union shops. That is because refusal to follow the strike leads to dismissal from the union, which would mean loss of the job in union or closed shops. The threat of losing a job is usually considered a coercive threat. So not only might workers be forced to join unions – depending on the law – but also they might be forced to go along with one of the union’s riskiest collective actions. **Note that each one of these concerns follows directly from the nature of the right to strike itself**. **Interference with freedom of contract, property rights**, and the freedom of association **are all part and parcel of defending the right** that striking workers claim to the ‘their’ jobs. These are difficult forms of coercive interference to justify on their own terms and **they appear to rest on a claim without foundation**. Just what right do workers have to jobs that they refuse to perform?

**b) All agents have the right to give up certain manifestations of other rights through things like contracts by virtue of their being. This is a subset of the innate right to freedom- thus, workers may only have the conditional right to strike, as an unconditional right would bar workers from accessing their freedom. Turns any potential aff offense because it’s a direct freedom violation**  **Ripstein 09**

Ripstein, Arthur (2009). \_Force and Freedom: Kant's Legal and Political Philosophy\_. Harvard University Press.

You cannot consent to your own murder or enslavement because it lies beyond your normative power for uniting your will with that of another. For the transactional account of consent, consent is important against the background of a more general idea that private persons are free and equal to each other in the sense that each is entitled to pursue whatever purposes he or she might have, provided that this can be done in a way that is consistent with a like freedom for others to pursue their purposes. Within such a regime of equal freedom, people are independent, and able to do as they please. As a result, they are able to do as they please when it comes to interactions with others. Consent is fundamental to this picture, because it enables people to modify the boundaries that make their equal freedom with others possible, in light of their particular purposes. That is why consent serves as a defense. It enables one person to permit another to do what would otherwise be forbidden. In so doing, it lets each person determine the boundaries of his or her interactions with others. More- over, it lets each person determine those boundaries in consultation or coordination with particular people, one at a time. So I can decide to consent to have you visit my home without thereby inviting everyone into my home; conversely (subject to antidiscrimination laws) I can invite the public into my business premises, but make an exception so as not to let you in. Not every arrangement that two people might wish to make is consis- tent with this background of mutual freedom, because the background is structured by each person’s innate right of humanity, which, as we have seen, is a right to independence of the choice of another. Kant’s emphasis on the distinction between persons and things reflects the normative priority of the innate right of humanity. Thus in the Division of Rights in the Introduction to the Doctrine of Right, Kant notes that we cannot con- ceive of “the relation in terms of rights of human beings towards beings that have only duties but no rights.”28 He notes that this category is empty, for these would be “human beings without personality (serfs, slaves).” In the division of Acquired Rights, he notes that there are only three possi- ble categories, rights to things, rights against persons, and rights to per- sons (“akin to” rights to things), because the fourth category, rights against things, is necessarily empty.29 The distinction between person and thing is not put forward as a conceptual claim, but rather as an implication of the moral nature of rights. Rights always govern the interactions of free persons. Among the rights that free persons can have is the right to vary their rights as against other persons by contract. As we saw in Chapter 3, contract belongs in the class of acquired rights, because if it is possible to do something for another person, it would be an arbitrary limit on free- dom were people unable to have entitlements to performances by others. The power to contract thus constitutes an extension of innate right. At the same time, however, it is constrained by the duty of rightful honor, so that a contract cannot turn a person into a thing. If consent is represented as a way in which one person through a uni- lateral act of choice becomes responsible for something, then the decision to become the slave of another might appear to be no different from any other decision. Provided that there was neither force nor fraud, it is just something someone decided to do. Kant’s objection to slave contracts rests on his broader understand- ing of contract, and in turn on his broader conception of the right to free- dom under universal law. The possibility of two people uniting their wills presupposes each person’s capacity for taking responsibility for actions. Thus the terms on which you unite your will with another’s cannot pre- suppose the legal irrelevance of one of the two wills. Others can acquire your property or particular deeds, but not your person, because your per- son, understood as your entitlement to set your own purposes, forms the background against which you can take responsibility for deeds, whether yours or those of others. Put differently, two people can only act together in a way that is consistent with their freedom provided that they unite their purposes while preserving their separate purposiveness. From this perspective, the problem with slave contracts is that slavery is the annihilation of legal personality: the slave becomes an object, fully subject to the master’s choice. As such, the slave is incapable of under- taking obligations, because she has no rightful power to bind herself. Only the master has that power. Having purportedly transferred her ca- pacity to be bound, however, she is no longer capable of being legally bound, and so has no contractual duties at all, so none to the master. A contract creates new rights and duties as between the parties to it; a slave contract purports to bind the slave, and at the same time dissolve her legal personality, so that she cannot be bound in her own right. Thus the slave who disobeys does not wrong her master, and so, although the master may be able to coerce her, the master could not be entitled to do so by way of enforcing a right. The slave has not deprived the master of any- thing, because a contract to transfer everything can transfer nothing. The same argument can be stated in the vocabulary of the duty of rightful honor. As we saw in Chapter 2, like all duties relating to right, the “internal duty” of rightful honor restricts the ways in which a person can exercise his or her freedom to be consistent with the Universal Prin- ciple of Right. No rightful act on your part can bind you to a condition in which you are subject to another person’s choice. So the limit on the ex- ercise of your freedom must be the preservation of that freedom. This argument for the incoherence of slavery contracts parallels the familiar Kantian “contradiction in conception” test in ethics in one way, but differs from it in another. When Kant argues in the Groundwork that the making of a lying promise could not be a universal law, his point is that such a law would require that all promises both be kept and not be kept.30 The difficulty with slave contracts, however, lies not in the possi- bility of their universalization, but rather in the form of relation that they presuppose. You can only vary your rights and obligations in relation to another insofar as you are a being entitled to set your own purposes; a slavery contract both presupposes and rejects that entitlement. As Kant remarks, the moment you close such a contract, you are no longer bound by it.31 Kant’s point is not that you will be unable to meet such a contrac- tual obligation; people who undertake contractual obligations they can- not meet are still bound by them. The problem instead is that a slave can have no legal obligations whatsoever, and so cannot have the obligation of obedience that is a supposed term of the contract. The master may think otherwise, as, indeed, may the slave. But the fact that the parties wish to create such a relationship does not show that they can make one, because their contract has inconsistent terms, and so cannot be the object of an agreement. The idea that your right to freedom is inalienable follows from the relation between each person’s innate right of humanity and the normative structure of contract. A slave contract is incoherent because the slave is both a person and a thing, subject to an obligation to do the master’s bid- ding, yet not a being capable of rights. The inconsistency between some- thing’s being both a person and a thing is not logical but normative. Kant does not try to ground the inalienability of each person’s right to his or her own person in a conceptual claim that the concept of ownership can- not be reflexive; he shows that transferring your person is inconsistent with each person’s innate entitlement to be independent of the choice of all others, which is a precondition of anyone’s having the power to trans- fer rights. This analysis does not depend upon any substantive concerns about the vices of servility. Kant gives powerful expression to such concerns in his Doctrine of Virtue, but, as he remarks in the Naturrecht Feyerabend lectures, as a matter of right you can do as you want with your own person as far as right is concerned.33 The servile person who always does the bidding of another may well suffer from self-inflicted immaturity, but is always nonetheless entitled to grow up.34 The person who signs a slave contract is in a fundamentally different situation, having given up the enti- tlement to set and pursue his own purposes and to meet his own obliga- tions, including those incurred under the contract. The slave contract gives up on the right to purposiveness, while the servile character is an exercise of that right, even if it is a debased and pathetic one. The idea that people are entitled to set and pursue their own purposes includes the entitlement to set and pursue them in pointless ways. Slave contracts are sometimes said to be void on grounds of “public policy,” but properly understood, that formulation simply underscores Kant’s point. The relevant concept of policy here is not consequentialist. It focuses instead on the broader presuppositions of a regime of contract, according to which you can only alienate by contract what civilian legal systems call your “patrimony.”35 As we saw in Chapter 3, acquired rights always have a “mine and yours” structure such that, although a particular person has this right, it could coherently have belonged to another per- son. Property is the most obvious example of this structure: it is my horse, but if you had been the one who acquired it, you would have the same set of rights in relation to it. Actions have the same “mine and yours” struc- ture: if I cut your hair, I might just as well have cut somebody else’s hair, or you have had someone else cut yours. The structure of rights involved would have been the same. By contrast, your right in your own person could not belong to any other person. As we saw in Chapter 2, it is innate because it does not require an affirmative act to establish it; your right in your own person is something you enjoy simply in virtue of your hu- manity. It could not coherently require an affirmative act to establish it, because affirmative acts sufficient to establish rights presuppose persons capable of performing them antecedent to those acts. Your person, then, is the precondition of any entitlement you might give to anyone else, be- cause it is your ability to give others rights in relation to your person, your deeds, and your property. The most you can do is to give another person a right to a particular use of your person or a particular deed. It is no accident, then, that any attempt to alienate it must fail, because you can only unite your will with another provided that your personality survives the union.36 Kant’s brief discussion of slave contracts represents them in their pur- est form. Many historical instances of slavery and serfdom permitted slaves some legal powers. For example, under Roman law slaves could inherit, and enter into contracts that bound their masters. These differ- ences do not render Kant’s analysis irrelevant to these examples. Kant re- marks that although you can give another person a right to a particular performance, and so to a use of one of your powers, you cannot alienate those powers. This restriction on alienating your powers is parallel to the restriction on alienating your person. Suppose I wanted to give you a right, not to have me do this or that service for you, but rather the right to permanently control the use of my arms. The difficulty with any such agreement is that it would limit my entitlement to exercise any other rights. So I could not sign a contract without your permission, or move (my arms) from one place to another. That in turn means that I am not al- lowed to do anything inconsistent with your directing my arms, and so my entire person is a mere object, even though I retain a variety of other legal powers, since you are entitled to determine whether I will exercise them or not. More generally, a form of slavery that reserved certain rights to the slave would give the master the right to determine whether the slave could exercise those rights by determining what the slave could do with his body. Since the slave is not entitled to decide whether to exercise his rights, the limited slave contract has an incoherent term. Gerrymandering the terms of such an imagined contract cannot solve this problem, be- cause the underlying problem is that others can only assert a claim of right against you, that is, can only restrict your freedom, insofar as you are a free being, that is, your own master. This brings us to consensual murder. Slavery is not the same as death, but it has been characterized as a form of social death.37 From the stand- point of a system of equal freedom, the converse point is more relevant. Death is just a biological fact; murder, by contrast, is a form of biological slavery, since the murderer decides whether the victim will continue to exist. The reason that consent is not a defense to murder is the same rea- son that you cannot contract your way into slavery. In both cases, the possibility of people acting together in a way that is consistent with their respective freedom presupposes that they are able to maintain their sep- arateness through that unity.38 That is what makes the united will an exer- cise of their freedom. Thus the terms of the interaction and agreement must be consistent with the preservation of their separateness. The difficulty for consent as a defense to murder thus turns on the distinction between murder (as biological slavery) and death as a mere biological fact. Consensual murder requires that one person taking the life of another is a term of the agreement, and so that one person relin- quish any claim to resist with right the force that the other uses. As we saw, you can only agree to some action by another person by giving an- other person a right to do that thing, which is equivalent to undertaking an obligation to permit the other to do it. Victim cannot undertake an obligation to permit himself to be treated as an object; if he is an object, he can have no obligations. Thus the victim is both a person and a thing, which is normatively impossible. This focus on the right that victim would have to give to aggressor un- derwrites the contrast between cases in which someone consents to being killed and those in which someone consents to participate in an activity that carries risk of death, even a significant risk, such as extreme skiing or freefall skydiving. In that sort of case, the terms of the united will do not presuppose the violation of their respective separateness. Even in sports where the risk is not merely of injury or death, but injury or death through the actions of an opponent, the parties consent not to one person doing something to another, but rather to two persons interacting in a way that foreseeably injures one or both of them, and from which one or both could die. Perhaps a consensual boxing match is more brutal than this description suggests. I do not mean to suggest otherwise, but only to note that the only way that it can be treated as a case of a consensual activity that results in injury is if it can be represented as a contest of strength, in which each boxer makes himself available as a target while trying to over- power the other, but neither grants the other the right to hit him when he is down. A consensual fight to the death—Kristol’s gladiatorial contest—is dif- ferent. It cannot be represented as a consensual contest that carries with it a significant risk. Each of the gladiators in the example gives the other the power of life and death, and the winner is not declared when the loser gives up. Thus it is an arrangement in which the victim is turned into a mere thing, and so one to which the parties cannot agree.39 This may seem to be a misrepresentation of the gladiatorial contest, in which the entitlement to resist might appear to be a term of their agree- ment. But if one person cannot consent to being killed by another, then two cannot each consent to being killed by the other. Contrary to appear- ances, the gladiators do not have a right to defend themselves; the terms of the imagined contract would need to require that each agrees to be turned into a thing, and then the two things fight to the death, in the man- ner of animals that are sometimes made to fight to the death to entertain spectators. In contrasting boxing matches with gladiatorial contests, I do not mean to be offering a brief in favor of boxing, or commenting on the best way to classify a consensual fight to the death in a less spectacular setting. The Kantian theory at the level at which I have sought to develop and defend it is abstract, and speaks only to the factors relevant to classify particulars, without classifying any of them. The important contrast is between con- senting to something that carries a risk of death, even a significant one, and consenting to death. The latter guarantees that the consenting party cannot be bound; the terms of the agreement provide the guarantee, so the agreement is not binding even if the victim survives. The contrast between your person, which lacks the “mine or yours” structure of your deeds and possessions, also provides a framework for thinking about other cases in which consent is sometimes said not to be a defense, such as mutilation, including Wright’s Case, involving the beg- gar who asked to be maimed so as to improve his earning prospects. Few would want to claim that consent was not a defense in many cases of one person permanently changing the structure of another’s body. In addition to the obvious medical cases, cosmetic procedures including ear piercing and tattooing are wrongful if nonconsensual, but unobjectionable if con- sensual. Consensual mutilation looks different through something like the following chain of reasoning: your body simply is your person; the “members” of the human body are not parts, but form an essential unity,40 so that depriving a person of a body part deprives her of part of her gen- eral purposiveness. There is something appealing about this chain of rea- soning, though perhaps also something implausible. Both the appeal and the implausibility reflect different considerations that might be brought to bear in determining whether maiming is, like tattooing, simply a way of decorating a person according to her highly unusual tastes, or whether instead, it is, like murder, a removal of purposiveness. At the level of ab- straction at which the idea of consent as a united will operates, it provides no particular resolution of such questions, although it does show what is at issue in them. The bar to consent as a defense to murder differs from the moral pro- hibition on suicide in the same way that the argument against slave con- tracts differs from the moral prohibition of servility.41 Kant famously argues in the Groundwork that a rational being could not adopt a maxim of self-love according to which a person makes it “my principle to shorten my life when its longer duration threatens more troubles than it promises agreeableness.”42 Kant argues that such a maxim could not be conceived as a universal law because it would violate its own presuppositions. What- ever its successes or limitations, this ethical argument against suicide has no bearing on rights, since it concerns only the relation between the end to be pursued and the means being used in pursuit of it. As Kant makes clear in the Introduction to the Doctrine of Right, the relation between an agent’s ends and the means he or she uses doesn’t matter for right; only the form of interaction with others does. So the wrongfulness of suicide does not enter the argument.43

## 2

#### Aff allows the possibility of hospital workers to strike. Nurse strikes devastates hospitals

Wright 10 Sarah H. Wright July 2010 "Evidence on the Effects of Nurses' Strikes" <https://www.nber.org/digest/jul10/evidence-effects-nurses-strikes> (Researcher at National Bureau of Economic Research)

U.S. hospitals were excluded from collective bargaining laws for three decades longer than other sectors because of fears **that strikes by nurses might imperil patients' health**. Today, while unionization has been declining in general, it is growing rapidly in hospitals, with the number of unionized workers rising from 679,000 in 1990 to nearly one million in 2008. In Do Strikes Kill? Evidence from New York State (NBER Working Paper No. 15855), co-authors Jonathan Gruber and Samuel Kleiner carefully examine the effects of nursing strikes on patient care and outcomes. The researchers match data on nurses' strikes in New York State from 1984 to 2004 to data on hospital discharges, including information on treatment intensity, patient mortality, and hospital readmission. They conclude that nurses' strikes were **costly to hospital patients**: in-hospital mortality **increased by 19.4 percent** and hospital readmissions **increased by 6.5 percen**t for patients admitted during a strike. Among their sample of 38,228 such patients, an estimated **138 more individuals died than would have without a stri**ke, and 344 more patients were readmitted to the hospital than if there had been no strike. "Hospitals functioning during nurses' strikes **do so at a lower quality of patient care,"** they write. Still, at hospitals experiencing strikes, the measures of treatment intensity -- that is, the length of hospital stay and the number of procedures performed during the patient's stay -- show no significant differences between striking and non-striking periods. Patients appear to receive the same intensity of care during union work stoppages as during normal hospital operations. Thus, the poor outcomes associated with strikes suggest that they might reduce hospital productivity. These poor health outcomes increased for both emergency and non-emergency hospital patients, even as admissions of both groups decreased by about 28 percent at hospitals with strikes. The poor health outcomes were not apparent either before or after the strike in the striking hospitals, suggesting that they are attributable to the strike itself. And, the poor health outcomes do not appear to do be due to different types of patients being admitted during strike periods, because patients admitted during a strike are very similar to those admitted during other periods. Hiring replacement workers apparently does not help: hospitals that hired replacement workers **performed no better** during strikes than those that did not hire substitute employees. In each case, patients with conditions that required intensive nursing were more likely to fare worse in the presence of nurses' strikes.

#### Hospitals are the critical internal link for pandemic preparedness.

Al Thobaity 20, Abdullelah, and Farhan Alshammari. "Nurses on the frontline against the COVID-19 pandemic: an Integrative review." Dubai Medical Journal 3.3 (2020): 87-92. (Associate Professor of Nursing at Taif University)

The majority of infected or symptomatic people seek medical treatment in medical facilities, particularly hospitals, as a high number of cases, especially those in critical condition, will have an impact on hospitals [4]. The concept of hospital resilience in disaster situations is defined as the ability to recover from the damage caused by huge disturbances quickly [2]. The resilience of hospitals to pandemic cases depends on the preparedness of the institutions, and not all hospitals have the same resilience. A lower resilience will affect the **sustainability of the health services**. This also affects healthcare providers such as doctors, nurses, and allied health professionals [5, 6]. Despite the impact on healthcare providers, excellent management of a pandemic depends on the level of **preparedness of healthcare providers, including nurses**. This means that if it was impossible to be ready before a crisis or disaster, responsible people will do all but the impossible to save lives.

#### New Pandemics are deadlier and faster are coming – COVID is just the beginning

Antonelli 20 Ashley Fuoco Antonelli 5-15-2020 <https://www.advisory.com/daily-briefing/2020/05/15/weekly-line> "Weekly line: Why deadly disease outbreaks could become more common—even after Covid-19" (Associate Editor — American Health Line)

While the new coronavirus pandemic suddenly took the world by storm, the truth is public health experts for years have warned that a virus similar to the new coronavirus would cause the next pandemic—and they say **deadly infectious disease outbreaks could become more common**. Infectious disease experts are always on the lookout for the next pandemic, and in a report published two years ago, researchers from the Johns Hopkins Bloomberg School of Public Health **predicted that the pathogen most likely to cause the next pandemic would be a virus similar to the common cold**. Specifically, the researchers predicted that the pathogen at fault for the next pandemic would be: A microbe for which people have not yet **developed immunities**, meaning that a large portion of the human population would be susceptible to infection; Contagious during the so-called "incubation period"—the time when people are infected with a pathogen but are not yet showing symptoms of the infection or are showing only mild symptoms; and Resistant to any known prevention or treatment methods. The researchers also concluded that such a pathogen would have a "low but significant" fatality rate, meaning the pathogen wouldn't kill human hosts fast enough to inhibit its spread. As **Amesh Adalja**—a senior scholar at the Johns Hopkins Center for Health Security, who led the report—told Live Science's Rachael Rettner at the time, "**It just has to make a lot of people sick" to disrupt society**. The researchers said RNA viruses—which include the common cold, influenza, and severe acute respiratory syndrome (or SARS, which is caused by a type of coronavirus)—fit that bill. And even though we had a good bit of experience dealing with common RNA viruses like the flu, Adalja at the time told Rettner that there were "a whole host of viral families that get very little attention when it comes to pandemic preparedness." Not even two years later, the new coronavirus, which causes Covid-19, emerged and quickly spread throughout the world, reaching pandemic status in just a few months. To date, officials have reported more than 4.4 million cases of Covid-19 and 302,160 deaths tied to the new coronavirus globally. In the United States, the number of reported Covid-19 cases has reached more than 1.4 million and the number of reported deaths tied to the new coronavirus has risen to nearly 86,000 in just over three months. Although public health experts had warned about the likelihood of a respiratory-borne RNA virus causing the next global pandemic, many say the world was largely unprepared to handle this type of infectious disease outbreak. And as concerning as that revelation may be on its own, **perhaps even more worrisome is that public health experts predict life-threatening infectious disease outbreaks are likely to become more common—meaning we could be susceptible to another pandemic in the future**. Why experts think deadly infectious disease outbreaks could become more common As the Los Angeles Times's Joshua Emerson Smith notes, infectious disease experts for more than ten years now have noted that "[o]utbreaks of dangerous new diseases with the potential to become pandemics have been on the rise—from HIV to swine flu to SARS to Ebola." For instance, a report published in Nature in 2008 found that **the number of emerging infectious disease events that occurred in the 1990s was more than three times higher than it was in the 1940s**. Many experts believe the recent increase in infectious disease outbreaks is tied to human behaviors that disrupt the environment, "such as **deforestation and poaching**," which have led "to increased contact between highly mobile, urbanized human populations and wild animals," Emerson Smith writes. In the 2008 report, for example, researchers noted that about 60% of 355 emerging infectious disease events that occurred over a 50-year period could be largely linked to wild animals, livestock, and, to a lesser extent, pets. Now, researchers believe the new coronavirus first jumped to humans from animals at a wildlife market in Wuhan, China. Along those same lines, some experts have argued that global climate change has driven an increase in infectious diseases—and could continue to do so. A federally mandated report released by the U.S. Global Change Research Program in 2018 warned that warmer temperatures could expand the geographic range covered by disease-carrying insects and pests, which could result in more Americans being exposed to ticks carrying Lyme disease and mosquitos carrying the dengue, West Nile, and Zika viruses. And experts now say continued warming in global temperatures, deforestation, and other environmentally disruptive behaviors have broadened that risk by bringing more people into contact with disease-carrying animals. Further, experts note that infectious diseases today are able to spread much faster and farther than they could decades ago because of increasing globalization and travel. While some have suggested the Covid-19 pandemic could stifle that trend, others argue globalization is likely to continue—meaning so could infectious diseases' far spread.

#### Future pandemics will cause extinction – it only takes one ‘super-spreader’ – US prevention is key

Bar-Yam 16 Yaneer Bar-Yam 7-3-2016 “Transition to extinction: Pandemics in a connected world” <http://necsi.edu/research/social/pandemics/transition> (Professor and President, New England Complex System Institute; PhD in Physics, MIT)

Watch as one of the more aggressive—brighter red — strains rapidly expands. After a time it goes extinct leaving a black region. Why does it go extinct? The answer is that it spreads so rapidly that it kills the hosts around it. Without new hosts to infect it then dies out itself. That the rapidly spreading pathogens die out has important implications for evolutionary research which we have talked about elsewhere [1–7]. In the research I want to discuss here, what we were interested in is the effect of adding long range transportation [8]. This includes natural means of dispersal as well as unintentional dispersal by humans, like adding airplane routes, which is being done by real world airlines (Figure 2). When we introduce long range transportation into the model, the success of more aggressive strains changes. They can use the long range transportation to find new hosts and escape local extinction. Figure 3 shows that the more transportation routes introduced into the model, the more higher aggressive pathogens are able to survive and spread. As we add more long range transportation, there is a critical point at which pathogens become so aggressive that the entire host population dies. The pathogens die at the same time, but that is not exactly a consolation to the hosts. We call this the phase transition to extinction (Figure 4). With increasing levels of global transportation, human civilization may be approaching such a critical threshold. In the paper we wrote in 2006 about the dangers of global transportation for pathogen evolution and pandemics [8], we mentioned the risk from Ebola. Ebola is a horrendous disease that was present only in isolated villages in Africa. It was far away from the rest of the world only because of that isolation. Since Africa was developing, it was only a matter of time before it reached population centers and airports. While the model is about evolution, it is really about which pathogens will be found in a system that is highly connected, and Ebola can spread in a highly connected world. The traditional approach to public health uses historical evidence analyzed statistically to assess the potential impacts of a disease. As a result, many were surprised by the spread of Ebola through West Africa in 2014. As the connectivity of the world increases, past experience is not a good guide to future events. A key point about the phase transition to extinction is its suddenness. Even a system that seems stable, can be destabilized by a few more long-range connections, and connectivity is continuing to increase. So how close are we to the tipping point? We don’t know but it would be good to find out before it happens. While Ebola ravaged three countries in West Africa, it only resulted in a handful of cases outside that region. One possible reason is that many of the airlines that fly to west Africa stopped or reduced flights during the epidemic [9]. In the absence of a clear connection, public health authorities who downplayed the dangers of the epidemic spreading to the West might seem to be vindicated. As with the choice of airlines to stop flying to west Africa, our analysis didn’t take into consideration how people respond to epidemics. It does tell us what the outcome will be unless we respond fast enough and well enough to stop the spread of future diseases, which may not be the same as the ones we saw in the past. As the world becomes more connected, the dangers increase. Are people in western countries safe because of higher quality health systems? Countries like the U.S. have highly skewed networks of social interactions with some very highly connected individuals that can be “superspreaders.” The chances of such an individual becoming infected may be low but events like a mass outbreak pose a much greater risk if they do happen. If a sick food service worker in an airport infects 100 passengers, or a contagion event happens in mass transportation, an outbreak could very well prove unstoppable.

## 3

#### Counterplan: A just government ought to recognize an unconditional right of workers to strike except in the instance that strikes directly demand discrimination towards certain groups of individuals

**BPSC** [Unfair Labor Practices by Union, http://bpscllc.com/unfair-labor-practices-by-unions.html, N.D., Business & People Strategy Consulting Group, California's trusted source for workplace human resources and employment law] [SS]

Causing or Attempting to Cause Discrimination: Section 8(b)(2) makes it an unfair labor practice for a labor organization to cause or attempt to cause an employer to discriminate against an employee in violation of Section 8(a)(3). The section is violated by agreements or arrangements with employers, other than lawful union-security agreements, that condition employment or job benefits on union membership, on the performance of union membership obligations or on arbitrary grounds. But union action that causes detriment to an individual employee does not violate Section 8(b)(2) if it is consistent with nondiscriminatory provisions of a bargaining contract negotiated for the benefit of the total bargaining unit, or if the action is based on some other legitimate purpose. A union’s conduct, accompanied by statements advising or suggesting that action is expected of an employer, may be enough to find a violation of this section if the union’s action can be shown to be a causal factor in the employer’s discrimination. Contracts or informal arrangements with a union under which an employer gives preferential treatment to union members also violate Section 8(b)(2). However, an employer and a union may agree that the employer will hire new employees exclusively through the union hiring hall if there is no discrimination against nonunion members on the basis of union membership obligations. In setting referral standards, a union may consider legitimate aims such as sharing available work and easing the impact of local unemployment. The union may also charge referral fees if the amount of the fee is reasonably related to the cost of operating the referral service. A union that attempts to force an employer to enter into an illegal union-security agreement, or that enters into and keeps in effect such an agreement, also violates Section 8(b)(2), as does a union that attempts to enforce such an illegal agreement by bringing about an employee’s discharge. Even when a union-security provision of a bargaining contract meets all statutory requirements, a union may not lawfully require the discharge of employees under the provision unless they were informed of the union-security agreement and their specific obligation under it. A union violates Section 8(b)(2) if it tries to use the union-security provisions of a contract to collect payments other than those lawfully required, such as assessments, fines and penalties. Other examples of Section 8(b)(2) violations include: Causing an employer to discharge employees because they circulated a petition urging a change in the union’s method of selecting shop stewards Causing an employer to discharge employees because they made speeches against a contract proposed by the union Making a contract that requires an employer to hire only members of the union or employees “satisfactory” to the union Causing an employer to reduce employees’ seniority because they engaged in anti-union acts Refusing referral or giving preference on the basis of race or union activities when making job referrals to units represented by the union Seeking the discharge of an employee under a union-security agreement for failure to pay a fine levied by the union

#### Racist union strikes have happened before and renders marginalized voices as ungrievable

Allison **Keyes**, JUNE 30, **2017**, "The East St. Louis Race Riot Left Dozens Dead, Devastating a Community on the Rise," Smithsonian Magazine, https://www.smithsonianmag.com/smithsonian-institution/east-st-louis-race-riot-left-dozens-dead-devastating-community-on-the-rise-180963885/ //SR

Racial tensions began simmering in East St. Louis—a city where thousands of blacks had moved from the South to work in war factories—as early as February 1917. The African-American population was 6,000 in 1910 and nearly double that by 1917. In the spring, the largely white workforce at the Aluminum Ore Company went on strike. Hundreds of blacks were hired. After a City Council meeting on May 28, angry white workers lodged formal complaints against black migrants. When word of an attempted robbery of a white man by an armed black man spread through the city, mobs started beating any African-Americans they found, even pulling individuals off of streetcars and trolleys. The National Guard was called in but dispersed in June.

1**] It’s competitive – unconditional, Oxford Dictionary 21’**

[**https://www.lexico.com/en/definition/unconditional?locale=en**](https://www.lexico.com/en/definition/unconditional?locale=en) **//**Last Accessed 10/18/21

/ˌənkənˈdiSH(ə)n(ə)l/ adjective adjective: **unconditional not subject to any conditions**. "unconditional surrender"