I negate. Brackets for clarity.

To negate[[1]](#footnote-0) means to deny the existence or truth of. This has two implications: First, that you presume neg because there are more reasons why a statement might not be true than ones that directly prove the statement true. Second, permissibility flows neg because the aff has the burden to prove some sort of moral obligation since that is what “ought” entails. Thus, proving permissibility, which is distinct from obligation would negate.

Just is defined as morally correct [Cambridge Dictionary]. Thus I defend that a morally correct government ought not to recognize an unconditional right for workers to strike.

Motivation must be the starting point of any ethic since they implicitly assume people will follow it. Any form of externalism collapses to internalism. **Joyce**:

Back to the external reason[s]. Suppose it were claimed, instead, that I have a reason to refrain from drinking the coffee because it is tapu and must not be touched. This reason claim will be urged regardless of what I may say about my indifference to tapu, or my citing of nihilistic desires to tempt the hand of fate. [r]egardless of my desires (it is claimed) I ought not drink - l have a reason not to drink. But **how could** that reason ever explain any action of mine? Could the **external reason** even **explain** my **[action]** from drinking**?** Clearly, in order to explain it **the** external **reason must have some causal**ly efficacious **role [in]** among the antecedents of **the action** (in this case, an omission) — l must have. in some manner. "internalized" it. The only possibility, it would seem, consistent with its being an external reason, is that I believe the external reason claim [but] : I believe that the coffee is tapu. There's no doubting that such a belief can play a role in explaining actions - including my refraining from drinking the coffee. The question is whether the **belief alone can[not] produce action**, to which the correct answer is “No.” A very familiar and eminently sensible view says that **in order to explain** an **action** the **belief must couple with desire**s (such that those same desires had in the absence of the belief would not have resulted in the action). And this seems correct: if I believe that the coffee is [bad] tapu but really just don’t care about that, then I will not refrain from drinking it. So in order for the belief to explain action it must couple with [desire] elements - but in that case the putative **external reason collapses into** an **internal** one.3

Joyce, Richard (Professor of Philosophy at Victoria University Wellington, New Zealand). The Myth of Morality. 2001. ***[Bracketed for grammatical clarity]***

Only a contractarian system that derives principles of mutual restraint from individuals’ self-interest accounts for internal desire because contractarian principles are in the interest of all parties involved **Gauthier 86**:

**Moral principles are** introduced as the **objects of** full voluntary ex ante **agreement among** rational **persons. Such agreement is hypothetical,** in supposing a pre-moral context for the adoption of moral rules and practices. **But the parties to agreement are real,** determinate individuals, **distinguished by their** capacities, **situations, and concerns.** In so far as **[Since] they** would **agree** **to constrain**ts **on their choices**,restraining their pursuit of their own interests, **they acknowledge a distinction between what they may and may not do. As rational persons** understanding the structure of their interaction, **they recognize [the need] for mutual constraint**, and so for a moral dimension in their affairs.

Gauthier, David P. *Morals by Agreement*. Oxford: Clarendon, 1986. Print. [bracketed for grammatical clarity]

Thus, the standard is **consistency with** **contractarian principles of mutual restraint,** defined as those principles by which individuals would constrain their actions with the belief that doing so would serve their self-interest.

Additionally, self-interest is determined at the time of the original decision to rise to a norm of mutual self-restraint.

Prefer the standard:

**1. Consent-** Contractarianism is based on consent—implicit in acceptance of a contract—which ultimately determines what qualifies as a net good or harm. O/w their justifications since actions can’t be determined without consent.

**2. Infinite Regress-** Asking external authorities begs the question of why their conception of the good is correct and should be preferred. Contractarianism avoids this by allowing individuals to construct conceptions of the good based on a rational restriction of their future actions. O/w their framework since no other theory is derived from a morally neutral base.

**3. Performativity** – You agree to 4 minutes of prep and if you tried to go over the judges would down you or tell the tournament to DQ you. Their very performance justifies the NC framework and proves the AC collapses to the NC.

I contend that no contractarian principle exists that wills us to affirm. Now negate:

**An employee voluntarily enters into a contract when they agree to work at a company. Morrissey:**

So, for example, **an employee of a corporation** strikes a bargain—i.e. **enters a contract—with the corporation when both parties agree to certain terms of employment**. Creditors likewise enter into certain agreements with a corporation to provide financing in accord with certain contractual terms. And shareholders should understand that they are getting a bundle of rights with respect to that corporation in exchange for the money they invest.300

Contractarians would argue that **all of these parties should strike the bargain they find acceptable and live within the terms of that bargain**, or else they will find themselves in breach and possibly subject to legal recourse from their counterparties. Again, the traditional contractarian argument is that **there is no compelling need for government regulation or oversight beyond the policing and enforcement of the contractual bargains**.301

Morrissey, Joseph F. "A Contractarian Critique of Citizens United." U. Pa. J. Const. L. 15 (2012): 765.

**Workers agree in contracts not to strike, these contracts grant employers the right to fire people if they strike and has been upheld by the state. This means strikes break these contracts.**

"Employer Sanctions for Violation of No-Strike Clause: Union Busting through Mass Discharge and Rescission." ***Yale Law Journal*,** digitalcommons.law.yale.edu/cgi/viewcontent.cgi?article=8323&context=ylj. Accessed 23 June 2021.

**EMPLOYERS often secure no-strike clauses** 1 **in collective bargaining contracts** 2 with their employees' unions, 3 in order to ensure greater union responsibility for the maintenance of stable production schedules.4 **Under such clauses, the union promises not to authorize or sanction any strike during the term of its contract.' The employer is** usually **given power to discipline or discharge all the individual union members who strike in violation of the no-strike clause.0**

When confronted with a union-sponsored strike in violation of a no-strike clause, the employer may be forced to accede to the union's demands because of production requirements or the scarcity of replacement workers. 7 Alternatively, he may shut down his plant and wait out the strike, disciplining the strikers when they return to work, subject to an arbitrator's review.8 However, if he believes his bargaining position to be strong, he may discharge all the strikers, rescind the contract, and refuse thereafter to deal with the union.0 **The N**ational **L**abor **R**elations **B**oard **has upheld such employer actions on the grounds that they are justified by the union's prior material breach of the contract,'** ° and that strikers in violation of contract are not protected by the National Labor

Any breach of contract is immoral as it was arrived from two parties mutually agreeing on a contract, thus any strike is immoral and should not be recognized by a just government.

And, given that the purpose of a government is to uphold contracts, a government recognizing a right to breach contracts destroys the constitutive nature of government and doesn’t qualify.

2nd off

1. The ROTB is TT -

A) Isomorphism: alternative RTBs aren’t binary win/loss, and thus cannot function in debate

B) Constitutivism: the ballot and tab software presents decisions as aff/neg, not who best achieves some good value. Also, “affirm” is “To state that is true” [1] and negate is “to deny the existence or truth of”, which independently proves truth testing.

C) Key to 1) Ground Parity: The wording committee and topic selection process exist to identify topics with a range of defensible arguments on both sides, “role of the ballot” claims can frame the round in ways that make my ground either absurd or morally abhorrent 2) Predictability: The only face value of a resolution is it’s truth or falsity as a statement – not some inherent other framework

2. Good Samaritan paradox. If I want to solve x problem, x problem has to exist first which would mean I want that problem to exist. Means strikers can’t actually solve problems because they subconsciously want them to exist so doing the rez is pointless and you should negate.

3. To is defined as expressing motion in the direction of (a particular location) [EOD]. Strike is not a particular location, so it can’t be moved towards and the resolution is impossible and you auto-negate.

4. To say X ought to do something requires that X has a unified intent; governments are groups and have no unified intent, so the resolution is false

5. Existence is conditional on states of affairs in the world, thus no right can be unconditional because its existence is necessarily conditional so the resolution is a priori false

6. Double bind, either a) an unconditional right to strike is just and the just governments that are the actors of the resolution would have already done it so no need to affirm or b) an unconditional right to strike is not just and you negate

7. Just is defined as morally correct [Cambridge Dictionary] and unconditional is defined as not conditional or limited [Merriam-Webster]. A morally correct government shouldn’t recognize hate strikes as legitimate, so the resolution is a priori false.

8. Neg definition choice – the aff should have defined in the 1ac because it was in the rez so it’s predictable contestation, by not doing so they have forfeited their right to read a new definition – kills 1NC strategy since I premised my engagement on a lack of your definition.

1. "negate." Merriam-Webster Online Dictionary. 2010. Merriam-Webster Online. 18 August 2010. <http://www.merriam-webster.com/dictionary/negate> [↑](#footnote-ref-0)