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Are strikes extortionate?

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Abstract Workers who go on strike are sometimes accused of holding their employer "to ransom", the implication being that strike action is a kind of extortion. The paper provides an analytical reconstruction of this objection, before presenting and interrogating different strategies for countering it. The first says that work-stoppages can only be extortionate if they infringe an employer's rightful claim to productive labour, but that no employer has any such claim under capitalism. The second says that work-stoppages cannot be extortionate because, by themselves, they cannot put an employer under duress. The third and most promising strategy says that an employer's claim to the productive labour of workers is conditional upon his/her not exploiting them. This approach does not produce a blanket exoneration; it tells us that the aptness of describing a strike as extortionate depends on a prior appraisal of the conditions that the strikers work under, and the fairness with which they are treated.

Keywords Extortion · Strikes · Unions · Employment · Capitalism · Workers

1 Introduction

While economic productivity continues to increase across most of the developed world, its proceeds are accruing largely to the owners of capital; the "labour income share" is in decline. Hence corporate profits in the US are at their highest level in 85 years, while employee compensation is at its lowest level in 65 years (Norris, 2014). In Australia, wages as a percentage of GDP recently fell to their lowest point since the bureau of statistics began collecting quarterly data in 1959 (Stanford,

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2017). Indeed, between the years 1990 and 2010, the labour income share declined in 26 out of 30 OECD countries for which data were available (International Labour Organization, 2015). Why is this happening? There is no simple answer to this question, but dwindling rates of union membership—and an accompanying deterioration of union bargaining power—is thought to be one of the major contributing elements. In fact, there is some research suggesting a direct correlation between strike activity and the labour share of income: the fewer working days lost to industrial disputes, the less wages tend to keep up with productivity (Hutchens, 2020; Ünal & Köse, 2018).[1] Strike action, it seems, plays an important role in ensuring that workers receive an appropriate share of the wealth that they create.

There are, however, some powerful ethical objections to strike activity that need to be reckoned with. Reflecting on these led British economist William Hutt to conclude that "the strike is an intolerable weapon in a civilized era whatever its objectives… [It is] an unacceptable *method* of redressing wrongs in any circumstances" (Hutt, 1973: 43–4). The argument is that, however morally laudable their ends might be, strikes are an immoral means.

There are broadly two kinds of objections to strikes in the existing literature. The first kind focusses on occupations such as healthcare, where the damage caused by a work stoppage cannot easily be confined to the employer targeted and its investors; there is invariably some (potentially severe and irreversible) collateral damage inflicted on innocent bystanders to the dispute (Park & Murray, 2014; Chadwick & Thompson, 2000; Loewy, 2000; Dworkin, 1997; Jennings & Western, 1997; Brecher, 1985). Hospital patients might die for want of the care that they would have received had nurses not walked off the job. The second objection emphasises that striking workers not only withdraw their own labour, but typically also impede the struck employer's access to replacement workers ("scabs"), through picketing, sit-ins, intimidation, and the like. This is to ensure that the work-stoppage has its desired effect of starving the employer of labour power, so as to maximise the economic pressure brought to bear. The trouble is that these activities interfere with freedom of association. The strikers are not only refusing to perform for their employer; they are forcing other workers to do likewise against their will (Champion, 2010; Reynolds 1989; Hutt, 1973; Hayek, 1960). Thus Austrian-school economist F.A. Hayek condemns strikes primarily on the grounds that they involve the use of union power "to keep others out" (Hayek, 1960: 270).[2]

There is a third kind of objection, however, that has been largely overlooked in the philosophical literature. It is the objection alluded to whenever unions are accused of holding their employers, and/or the public, "to ransom" by making demands and then threatening to strike unless those demands are met (Wheeler & Tomney, 2017; Garvey, 2015; McLoughlin, 2015; Skulley, 2012). This is the language of *extortion.* American economist Henry Simons did not shy away from the word. He warned that every democratic government "must guard its powers

[1] Wallace et. al. (1999) suggest that the relationship is more complex; that trends in strike activity impact labour's share under some circumstances but not others.

[2] For discussion see Richardson (1996).

against great trade-unions" because "if democratic governments cannot suppress organized extortion […] they will be superseded by other kinds of government" (Simons, 1944: 4). Simons describes this organised extortion as consisting of repeated threats to disrupt the productive process unless "continuously bribed" to refrain from doing so (Simons, 1944: 2).[3] More recently, a commentator during the 2011 Qantas industrial dispute, which saw the entirety of the airline's global fleet temporarily grounded, explicitly accused the unions involved of "legally sanctioned extortion" (Phillips, 2011).

This paper begins with what I think is a charitable rendering of the extortion objection. I sketch out an intuitively plausible definition of extortion, and then show that a strike can satisfy this definition even when limited to a work stoppage. The rest of the paper presents and interrogates different strategies for countering the objection. The first counterargument says that work-stoppages can only be extortionate if they infringe an employer's rightful claim to productive labour, but that no employer has any such claim, at least not under capitalism. The second says that work-stoppages cannot be extortionate because, by themselves, they cannot put an employer under duress. The third strategy—and the most promising one in my estimation—says that an employer's claim to the productive labour of his workers is conditional upon his not exploiting them. This approach does not produce a blanket exoneration; it tells us that the aptness of describing a strike as extortionate depends on a prior appraisal of the conditions that the strikers work under. In my view this is a virtue of the approach, not a deficiency.

2 The extortion objection

Let us begin by presenting some paradigm cases of extortion and drawing out their salient features. This will allow us to stipulate a working definition that tracks common usage and is neither over nor under-inclusive.

> *Extortion 1:* A gangster threatens to break the legs of a local businessowner unless the businessowner agrees to pay $1000 in protection money.

Here the gangster is making a conditional threat of physical violence, but it is important to recognise at the outset that, although extortion rackets may frequently involve such threats, this is not a necessary feature of extortion. To see this, consider:

> *Extortion 2:* Jill will become very sick without her prescribed medication. Jack steals the medicine out of Jill's cabinet and says he will return it only if she pays him $1000.

Here, as in *Extortion 1,* there is a conditional threat designed to extract money from its target, and the cost of non-compliance is high enough for the target to experience

[3] Simons is not talking only of unions, but of all economic monopolies. Trade unions, however, are characterised as the worst offenders of all in this connection.

considerable pressure to yield. There is no denying that Jack is attempting extortion, even though there is no threat of physical violence involved. Admittedly, in *Extortion 2,* Jack wrongfully dispossesses Jill of her medicine in the first place, and many cases of extortion will be characterised by some such act of improper initial acquisition (where kidnapping is involved, for example). As with physical violence, however, this is not a necessary component of extortion. Take this slightly modified case.

> *Extortion 3:* Jill will become very sick without her daily dose of prescribed medication. She and Jack enter into an agreement whereby she pays him a fee to source and deliver a batch of the medication to her monthly. The first delivery is due on the day that Jill will exhaust her existing supply. On this day, Jack informs Jill that he will not be delivering her medicine unless she pays an extra $1000 on top of the price agreed upon earlier.

In this case Jack is not refusing to return something that he has wrongfully taken from Jill; the medicine was never in her possession, so we cannot possibly say that she has been wrongfully dispossessed of it. But this does not seem to matter. What matters is that Jill, in virtue of having entered into that agreement with Jack and fulfilling her end of the bargain, now has a moral claim to the medication; she has grounds for saying that Jack *owes* it to her. In the absence of this moral claim, grounded in the prior transaction between the two parties, we would probably not say that Jack is extorting Jill. Consider:

> *No Sale:* Jill will become very sick without her prescribed medication. Jack sells this particular medicine at the pharmacy that he owns. Jill enters the store and requests it, but Jack will not supply it to Jill unless she pays the ticketed price.

Although *No Sale* is identical to *Extortion 3* in other respects, it differs in that in this case Jill has no obvious grounds for saying that she has a moral claim or right against Jack that he provide her with the medicine despite her refusal to pay.[4] This is why *No Sale* does not qualify as an instance of extortion.

With these admittedly cursory remarks in the background, let us stipulate a working definition to get our analysis going. We can say that A commits extortion against B if and only if: A communicates to B that he will infringe some right of hers—by either act or omission—unless B provides A (or some other recipient designated by A) with a specified material benefit. This definition captures all the variants of *Extortion* given above, but excludes *No Sale,* which I expect most readers will agree is the correct result.[5]

Now imagine that an employer offers you an ongoing job. He proposes to pay $X per hour of your productive labour, over X hours per week, under some specified

[4] This suggests that extortion is a moralised concept, since whether or not it is present cannot be determined without first making an assessment as to whether there are violations or threatened violations of moral rights.

[5] Philosophers have said little about extortion. For a helpful conceptualisation from a legal studies perspective, see Green (2005, 2007).

terms and conditions. You accept and sign the contract at T1, thereby giving the employer a presumptive claim to your productive labour under the terms agreed upon (more on this shortly). The employer concurrently enters into an identical agreement with several other workers. At time T2, you and the other workers combine together and communicate to the employer that you will be withholding your productive labour henceforth unless you are provided with something more; some material benefit over and above what was included in your agreement at T1. That is, you threaten to go on strike. Since the employer cannot operate his business without labour power, the cost to him of refusing your demands will be significant. He relents and you return to work with more pay and/or under better conditions than those you agreed to at T1.

By the lights of the definition just stipulated, have you not extorted these material gains, notwithstanding the fact that you have used no violence or intimidation, nor established picket lines to "keep others out"? After all, this case looks a lot like *Extortion 3* in the relevant respects.[6] Call this the *extortion objection* for short. It says that going on strike to extract property from one's employer involves breaching an agreement—and thus violating (or threatening to violate) the rights generated by that agreement—unless and until one is "bribed" to stop, as Simons puts it. Such behaviour is usually considered extortionate, and so on pain of inconsistency we should also consider strikes to be extortionate. Or so the argument goes.

To be clear, if we concede this argument it does not produce an all things considered ethical verdict. To show that some act can aptly be described as extortionate is not enough to establish that it is always and necessarily impermissible.[7] But it is enough to establish that the act's target/victim is *pro tanto* wronged by it, and accordingly that there is at least a moral presumption against it. This shifts the burden of argument squarely onto those who would take recourse to the act; it puts the onus on them to provide a special justification for their presumptively impermissible conduct. We should therefore avoid conceding too readily the proposition that strikes are tantamount to "legally sanctioned extortion", even if this does not commit us to any particular all things considered moral judgment. In what follows I consider several strategies for resisting this characterisation of strike action. Some do it by challenging the working definition of extortion set out above. Others accept the definition but deny that strike action meets it on closer inspection.

Before proceeding I should note a few things about the parameters of the extortion objection. In some respects, this objection is more widely applicable than the more familiar arguments against strikes mentioned earlier. For one, it is not limited to specific occupations or professions; it applies to retail shop assistants no less than it applies to doctors and nurses. Further, the extortion objection suggests that a conditional threat to withdraw labour is problematic in and of itself, regardless of whether the work-stoppage is supplemented with measures to "keep others out".

[6] It shares the salient features of what Thornton Robison (1983) has called an "extorted contract modification".

[7] In the same way that describing a strike as "coercive" does not necessarily mean that it is unethical. See Gourevitch (2018).

In other respects, however, the extortion objection has a narrower scope than the more familiar arguments against strikes mentioned in the introduction. First, it only applies where the objective of strike action is to achieve better pay or some other economic benefit. If a strike is called in response to a different kind of grievance—say managers are encroaching into the private lives of staff—there is no property being extracted by threats to violate rights, and so there can be no extortion here. Second, this argument only gets off the ground where there is a valid agreement between employers and employees that the latter can be said to breach by withdrawing their labour. Again, this will not cover all cases. Unions periodically negotiate with employers on behalf of their members, to achieve agreement on a standardized set of terms and conditions that those members will henceforth work under. These "enterprise agreements", as they are known in some places, do not last in perpetuity; each has an expiry date whose arrival triggers the next round of collective bargaining. If negotiations reach an impasse during this collective bargaining period, and the workers strike, arguably they cannot be accused of infringing their employer's rights to productive labour because there is no unexpired workplace agreement in effect at this time. It follows that these workers are not open to the charge of extortion as we have just defined it. If this is right, then the extortion objection only applies to strikes that take place outside of the collective bargaining window, as well as to so called "wildcat" strikes that do not have the endorsement of the relevant union.

With these limitations in mind, let us now turn to the counterarguments.

3 First reply: the invalid contract argument

The key difference between *Extortion 3* and *No Sale* is that in the former case, but not the latter, one party withholds something that the other has a defeasible right or entitlement to. Said right is generated by the agreement between the parties. This points to one obvious way of resisting the claim that strikes are extortionate, to wit, we might deny that employers are morally entitled to the productive labour of their employees. This line of argument is broadly Marxian. Roughly, it says that since members of the working class have no way to earn a living other than to sell their labour power to members of the capitalist class, they are not voluntary participants in these relationships (Cohen, 1983, 1985). This is what Marx was getting at when he described wage labour a form of "indirect forced labour" (Marx 1887/1967: 248 and 236). He was suggesting that one of the necessary conditions for valid consent—that it be voluntary—is not standardly met in the labour market.

The upshot is that employment agreements in capitalist societies are stillborn, null ab initio, and do not actually give employers any right to the productive labour of their employees. Valid agreements create new rights and obligations for the parties that did not exist prior, but since employment agreements under capitalism do not meet the conditions needed to be valid, they have no such normative effect. If this is the case, then striking workers are not liable to the charge of extortion after all, since their conditional threat to withdraw labour does not amount to a threat to

deprive someone of something that he/she is entitled to. Strikers are more like Jack in *No Sale* than Jack in *Extortion 3*.

Of course, some will flatly reject the premise that accepting an offer of employment under capitalism is non-voluntary simply because one must work to survive. On Robert Nozick's rights-based account of voluntariness, even if an individual's option set contains only one acceptable item, that does not necessarily render his/her selection of that item non-voluntary. It all depends on how the individual's options came to be so limited. If it is simply the result of other people acting within their rights, then the individual acts voluntarily according to Nozick, even if he has no acceptable alternative to the single option that he ends up taking (Nozick, 1974).

Nozick illustrates with an example of someone who settles for a non-preferred romantic partner (Nozick, 1974: 263). Say Jack would rather marry any woman in his community over Jill, but all of the other women have chosen to marry somebody else. Since these other women were perfectly within their rights to marry others, Jack's options have been limited only by those around him exercising their rights. Therefore, Nozick says, if Jack does marry Jill, he does so voluntarily, notwithstanding the fact that this is the only option he has. By the same token, the argument continues, a worker who accepts an offer of employment does so voluntarily, even if he has no acceptable alternative, so long as the actions that brought about this state of affairs were all within the rights of the agents taking said actions.

There are some glaring problems with Nozick's argument though. Others have pointed them out so I will only gloss over them here. In one important respect, the marriage case and the employment case are very different. In the former, even if there is only a single potential partner, one still has a choice over whether or not to marry in the first place, insofar as remaining single is an acceptable option. In the latter the reverse is true: an individual may have options over who to work for, but he/she does not typically have options over whether to work at all. There is no acceptable alternative for most people, since the deprivations that come with unemployment are so severe. Serena Olsaretti puts it well when she describes the difference as that between "the choice of moves within the game" and "the choice of participating in the game" (Olsaretti, 1998: 66). Nozick's claim that the absence of acceptable options does not vitiate the voluntariness of a choice is considerably less plausible when it is a choice over whether or not to play, rather than a choice over which move to make in a game that one is voluntarily playing.

More generally, Nozick's rights-based conception of voluntariness spits out some absurd results. On this account, recall, if the people around me are all acting within their rights, then their actions cannot possibly make mine non-voluntary. So that would mean that, as long as state functionaries act within their rights when they confine a murderer to a jail cell, that murderer cannot possibly say that he is being confined involuntarily. Something has obviously gone wrong here. To avoid bizarre results like this one, we should avoid over-moralizing the concept of voluntariness in the way that Nozick does. Olsaretti gets it more or less right: if an individual does X only because he/she has no acceptable alternative, he/she does not X voluntarily.

The absence of acceptable alternatives thus undermines voluntariness, as per our common-sense understanding.

Admitting this, however, does not vindicate the Invalid Contract Argument. That argument says that work agreements under capitalism are non-voluntary, *and* it says that non-voluntary agreements are invalid and therefore do not obligate the parties to perform. Even if we accept the first (conceptual) premise, whether we should also accept the second (normative) one is another matter entirely. Is it really the case that entering an agreement cannot obligate an individual to perform wherever that individual had no acceptable alternative but to enter some such agreement, and thus did so non-voluntarily? I am not entirely sure about this.[8]

Imagine you are charged with a capital crime in a jurisdiction with mandatory death penalties. You can either hire an attorney—and thus agree to the terms he/she sets out—or you can accept execution without contest. Since the alternative is certain death, you have no real choice as to whether you will be hiring a lawyer, and to that extent doing so is not voluntary. But even so, surely you are obligated to honour the commitments you make to a lawyer whose services you decide to enlist. You cannot justify refusing to pay the fees promised, for example, by protesting that you had no reasonable choice but to hire a lawyer (see Elegido, 2009).[9]

What this suggests is that at least some non-voluntary commitments do have moral force. Ultimately it may depend on the source of the constraints that one decides under. If a baker puts a gun to your head and threatens to shoot unless you buy some of his bread, your set of acceptable options is whittled down because of the baker's actions. In cases like this your agreement to buy is void and you have no obligation to follow through. On the other hand, if you are starving because locusts have eaten all the crops and there is a global food shortage, the baker that offers to sell you some bread is not causally responsible for your plight. You may have limited options, but that is not the baker's doing. His disappearance off the face of the planet would not expand your option set at all and may even cause it to contract further. In cases like this we normally want to say that agreements between individuals are valid and binding, notwithstanding the fact that one party to the agreement committed to it non-voluntarily. The Invalid Contract Argument, which says that employers have no right to the productive labour of their employees, neglects the crucial difference between these two kinds of cases. It assumes that wherever an individual's agreement to something is non-voluntary, in the sense that they lacked acceptable alternatives, that individual is not bound by their word, irrespective of how they came to lack alternatives. But this is dubious.

The Invalid Contract Argument also has some unwelcome corollaries. If employment agreements do not give employers so much as a defeasible claim to the productive performance of their workers, it is difficult to make sense of why ordinary workplace loafing, or "time banditry" as it is now called in some circles,

[8] For a discussion of this point see Elegido (2009: 33–4).

[9] Or take a more mundane example: If I do not eat, I will starve. I therefore have no reasonable choice but to agree to give some seller or other my money in exchange for food. But this does not make it permissible to "dine and dash". I cannot eat my meal and then say that I have no obligation to pay for it, on the grounds that I was compelled by circumstances to agree to some such transaction.

seems problematic (Dobos, 2017; Brock et al., 2013; Martin et al., 2010). In the United States the average employee is estimated to spend 2.09 h of every work day engaged in non-work related activities. Some forms of this are as old as the workplace itself: water-cooler socialising, napping, daydreaming about more stimulating jobs, and so on. But internet access has made things considerably worse. So-called "cyber-loafing" covers everything from recreational browsing and personal emailing to online video gaming, gambling, shopping, stock trading, and holiday planning. 70% of US internet traffic passing through pornographic websites, and 60% of online purchases, happen between the hours of 9 a.m. and 5 p.m (Paulsen, 2014). The productivity lost on account of workplace loafing is estimated to cost the American economy an average of $5720 per employee annually, for a grand total $759 billion every year (Martin et al., 2010: 27).

By no means do I want to suggest that workplace loafing is always inexcusable. But if we at least think that it demands some explanation and justification, that is presumably because we think that employers are *pro tanto* entitled to the productive efforts their employees have agreed to provide. The Invalid Contract Argument forces us to jettison this belief. It implies that the employers of workplace loafers have no grounds for complaint; they have no basis for demanding any explanation/justification because labour agreements give employers no legitimate claims to the productive efforts of their workers to begin with.

A third problem with the Invalid Contract Argument is that if striking employees avail themselves of it to rebut the extortion objection, they simultaneously deprive themselves of any privileged position from which to make demands.

When workers go on strike, they usually foreswear neither their status as employees of the struck firm, nor the special rights and privileges that come with that status. Going on strike is not like quitting. An employee who quits essentially severs the relationship with his employer, and the rights and obligations between the two parties return to what they were before the relationship was formed. Striking workers do not understand their situation this way. They do not see themselves as outsiders, or as former employees, negotiating the terms of their hire; they see themselves as current employees to whom various commitments have been made and are still owed. But if striking workers respond to the extortion objection with the Invalid Contract Argument, it is not clear how they can consistently and coherently maintain this position. As Cheyney Ryan says, "a contract signed under compulsion is *void:* It is not an 'unfair' contract, it is not a contract at all!" (Ryan, 1980: 513). Thus if all labour agreements under capitalism are signed under compulsion and are void for that reason, employers cannot point to any valid contract to demand productive labour from their employees. But by the same token, employees cannot point to any valid contract to demand of their employer that he treat them as though they have a special standing with him. There simply is no device that gives the parties special claims against one another.

These are some reasons to wary of the Invalid Contract Argument. Its success depends on the premise that the absence of acceptable alternatives necessarily renders an agreement non-binding, which is questionable. And furthermore, acceptance of this premise has potentially radical implications that even the

staunchest defenders of strikes might want to avoid. Luckily there are other ways of countering the extortion objection.

4 Second reply: the no duress argument

The Invalid Contract Argument accepts our working definition of extortion but denies that strikes meet this definition. The second counterargument that I want to consider takes a different approach. It starts by saying that our working definition is incomplete. According to that definition, recall, A commits extortion against B if A communicates to B that he will infringe some right of hers unless B provides A with a specified material good. Arguably there is something important missing here.

Suppose that the gangster in *Extortion 1* threatened to pinch the businessowner instead of threatening to break his legs. Insofar as the businessowner has a right not to be pinched, we still have a conditional threat to violate rights unless money is paid. But in this case the consequence of the threat's execution is so trivial that it would be unlikely to cause its target to experience any significant duress. We would not take it seriously as an instance of extortion for that reason. One might therefore argue that our definition needs an extra clause, along the following lines: A commits extortion against B if and only if A communicates to B that he will infringe some right of hers unless B provides A with a specified material good, *and the rights infringement will impose substantial costs on B or cause her non-negligible harm.* Call this extra clause the Duress Clause.

Once this clause is added to the definition of extortion, however, it is no longer clear that a work stoppage satisfies it. Suppose that a group of fruit pickers goes on strike demanding a pay increase, but they do not propose to actively obstruct their employer's efforts to replace them; there will be no picket line or sit-in. Hiring new staff will be inconvenient for the employer, and there will be some associated turnover costs, but it is unlikely that these costs will drive the business to ruin or otherwise cause it irreparable damage. Arguably, the striking workers in this scenario are closer to the pinching gangster than to the leg-breaking gangster: even if they are depriving their employer of something that he/she has a right to, the consequence of this rights violation is too trivial to put the employer under duress, and without duress, there can be no extortion. Call this the *No Duress Argument.*

There are two problems with this response. First, and most obviously, even if we agree to add the Duress Clause to the definition of extortion as per above, many work stoppages will still satisfy this definition. In the fruit picker example, the struck employer can easily replace the labour that is withdrawn. But now imagine a different situation; one where the striking workers are highly trained technicians instead of fruit pickers, and where there is much greater demand for than supply of the services of such people in the economy. In this case the workers are in a position to mount considerable economic pressure on their employer simply by withdrawing their labour—there is no need for them to actively "keep others out" with picket lines, since others are so hard to find anyway. Thus while *some* striking workers may be able rebuff the charge of extortion by insisting that the mere withdrawal of their labour cannot cause duress, this move is clearly not available to all workers.

The No Duress Argument only has purchase in that narrowly circumscribed range of cases in which the striking workers are easily replaceable.

The second, deeper problem with the No Duress Argument is with Duress Clause itself. Consider two more variants of Jack v. Jill:

> *Vitamin:* Jill orders some multi-vitamins online. She doesn't really need them, so if they never arrive it will not make much difference to her health and wellbeing. Jack, the seller, accepts payment, but on the day of delivery he threatens to withhold the vitamins from Jill unless she pays him an extra $1000 on top of the price paid.

Compare this with:

> *Replacement:* Jill will become very sick without her daily dose of prescribed medication. She and Jack enter into an agreement whereby she pays him a fee to source and deliver a batch of the medication to her monthly. On the scheduled day of delivery Jack informs Jill that he will not be giving her the medicine unless she pays him an extra $1000. Luckily Jill has the option of ordering another batch of the drug from an alternate supplier, with express postage. She can easily afford it, and it will be delivered to her before there are any adverse health effects. Jill laughs off Jack's proposal and orders the replacement.

If we add the Duress Clause to the definition of extortion, then neither of these cases makes the cut. After all, Jill can refuse to yield and escape relatively unscathed in both of the scenarios, and therefore Jack's carrying out of his threat cannot be said to impose significant costs, or to cause non-negligible harm. But I suspect many readers will find this counterintuitive. Maybe Jack's behaviour in *Vitamin* does not rise to the level of extortion, but I think we would want to describe cases like *Replacement* differently, as instances of *attempted* extortion with a very low probability of success. Given that Jill can easily obtain an alternate supply of her medicine in *Replacement,* there is no way that she will be giving in to Jack's demands. But to suggest that extortion is therefore absent from this case seems wrongheaded. Instead we want to say that Jack *tries to*, but predicably fails, to extort the $1000 from Jill in this scenario.

The difference between the two cases is subtle but important. In *Vitamin,* the cost of non-compliance is trivial to Jill even in the counter-factual world where Jack succeeds in depriving Jill of that to which she has a right (the multivitamin). In *Replacement,* by contrast, that counter-factual world is one in which Jill is afflicted with a serious illness. To put it another way, in the former case the pressure applied by Jack is weak no matter what anybody else does, while in the latter case the pressure is weakened by the intervention of a third party that effectively insulates the target of the threat from the adverse consequences of its execution. If we want to allow that Jack is attempting extortion at least in *Replacement,* then it seems we need to build a qualification into the Duress Clause, so that it reads: "A commits extortion against B if and only if A communicates to B that he will infringe some right of hers unless B provides A with a specified material benefit, and the rights

infringement will impose substantial costs on B or cause her non-negligible harm *in the absence of third party intervention.*"

If we make this move, however, then a work stoppage will typically satisfy the definition of extortion even if the workers are easily replaceable. Consider once more our fruit pickers. Since their skills are in abundant supply their employer is in a position to refuse their demands without his business suffering major damage. But, as in *Replacement,* this is only because of the intervention of some third party (in this case the scabs). Absent this intervention, in the counterfactual world where the striking workers succeed in depriving their employer of labour power, the employer suffers serious economic harm. Since we can say of the rights-infringement threatened by the fruit pickers that it will impose substantial costs of their employer *in the absence of third-party intervention*, their work stoppage does meet the definition of extortion after all, after the (correctly formulated) Duress Clause is added.

It appears that the extortion objection is left standing, even in those cases where the workers are easily replaceable. When workers strike, whether their kind of labour is scarce or plentiful, they cannot avail themselves of the No Duress Argument to rebut the charge of extortion, since one way or the other, their work stoppage is likely to impose non-negligible costs on their employer in the absence of intervention.

5 Third reply: the claim-of-right argument

In the United States extortion is defined under the Hobbs Act as the obtaining of property with consent that is "induced by wrongful use of actual or threatened force, violence, or fear", including fear of economic harm. At first blush this would appear to cover strike action to achieve things like better pay; after all, workers threaten to withdraw their labour precisely because this can be reasonably expected to instil fear of economic loss in their employer. Critics of unions, and law-makers eager to curb union power, have drawn attention to this repeatedly (see Getman & Ray Marshall, 2001). However, a 1973 decision by the Supreme Court *(United States v. Enmons)* rejected the application of the Hobbes Act to strike action on the grounds that: (1) the actual or threatened use of force/violence/fear is only "wrongful" if the alleged extortionist "has no lawful claim" to the sought-after property, and (2) unions do have a lawful claim to "legitimate union objectives, such as higher wages". In other words, the Court ruled than an agent cannot extort property that he/she has a "claim-of-right" to, and since workers do have a claim-of-right to things like better pay, even if they achieve this by inducing fear of economic harm, it still does not count as extortion properly speaking (Doyle, 2018).

The key premise here is that you cannot extort that which is owed to you. But is that true? In *Extortion 3*, recall, Jack refuses to give Jill some medicine that she has already paid for unless she produces an extra $1000. What if we suppose that Jack is entitled to that extra money? Say Jill previously borrowed that amount from Jack and failed to repay the loan upon maturity. Does this mean Jack is not engaged in extortion after all, since he has a claim-of-right to the $1000 that he is now

demanding? This is far from clear. But even so, I think that it *is* correct to say that workers who go on strike are not engaged in extortion if they are entitled to the economic goods that they are demanding. This is not *simply because* the workers have said entitlement, however. It is because if they continue to work despite not getting what they are entitled to, then they are allowing themselves to be exploited, and this is something that morality cannot demand.

The argument that I am putting forward here can be broken down as follows: (1) If employees have a claim-of-right to higher wages, but do not receive them, their relationship with their employer is exploitative; (2) If the workers continue working despite this, then they are allowing themselves to be exploited; (3) One cannot acquire a moral obligation to cooperate in one's own exploitation; (4) Therefore, if employees have a claim-of-right to higher wages but are not getting them, they cannot be morally obligated to continue working, and their employer accordingly cannot have a right against them that they continue making productive inputs under these conditions; (5) Since the employer has no right to the labour power of his workers under these condition, the workers violate no rights should they withdraw their labour until their demands are met. Hence if strikers have a "claim-of-right" to that which they are demanding, they cannot properly be accused of extortion. Call this the claim-of-right response to the extortion objection.

The first two premises are not particularly controversial. The way that exploitation is normally defined, it occurs when one party takes advantage of another's lack of acceptable alternatives to entice him/her into an arrangement whose benefits are distributed unfairly (Kates, 2019).The exploited party gains too little and the exploiter too much. Where a worker has a "claim-of-right" to more than he is currently receiving, both of these conditions are fulfilled: the worker is getting less than his fair share from the relationship (whatever *that* is—more on this shortly), and he/she is persisting in the relationship because, as per our earlier discussion, the average worker has no choice but to work for a living. Premise (1) follows: if employees have a claim-of-right to higher wages, but do not receive them, their relationship with their employer is exploitative. As does (2): if the workers continue working despite this, then they are allowing themselves to be exploited.

More needs to be said in defence of premise (3) however. Let us begin with another familiar intuition pump:

> *Antivenom:* Jill is bitten by a snake while hiking in a remote area. The venom will soon kill her. Fortunately another hiker, Jack, comes along and he happens to have several vials of the antivenom in his backpack. They retail for $10 apiece, but Jack tells Jill that he will provide one to her only if she agrees to transfer $1000 into his account upon her return to the cabin. Jill agrees and uses the antivenom to save her life.[10]

[10] I borrow this example from Valdman (2009): 3.

This case meets the conditions of exploitation set out above. Indeed, it is a paradigm example of it. The question I put to the reader is this: Is Jill obligated to pay Jack the $1000, given that she said she would?

An affirmative answer is difficult to swallow. This is not to say that Jill owes Jack *nothing*. If she declines to transfer even the retail price into his account when she returns to the cabin, then it is plausible to say that she wrongs him (though we might have little sympathy for Jack even then given his behaviour). This suggests that the agreement between the two is morally transformative; it does change the normative situation from what it was *ex ante,* generating new rights and obligations for the parties. But it does not generate a right to receive/obligation to pay the full amount agreed to. The courts have reached similar conclusions when cases like this have come before them. Take *Port Caledonia and the Anna (1903)*. A vessel found itself in danger at sea and requested help from a tug. The tug's master agreed to assist but demanded an (at the time) exorbitantly high fee (£1000). The master of the vessel agreed, but then refused to pay after the rescue was completed. The court ruled that the vessel master did not owe £1000, but that he did owe £200, which was more in line with the normal rate at the time (Basu, 2007: 561).

To be clear, I am not merely saying that Jill would be justified, all things considered, in refusing to pay the full amount; I am making the stronger claim that Jill's agreement does not even give her a defeasible obligation to pay it. If an obligation were assumed in the transaction, Jill would *owe* Jack the money, and accordingly she would *wrong* him by depriving him of it. In this case, regardless of the all things considered moral status of her refusal to pay, it would still be appropriate for Jill to feel guilty, and for her to offer Jack an apology. And it would still be appropriate for Jack to think about whether he should forgive the transgression. These are the standard markers of obligation. But none of these things seems appropriate in the case at hand. Jill's behaviour is not wrong, but more than that, Jack is not *wronged* by it. Jill has nothing to apologise for, and Jack has nothing to forgive. The marks of obligation are absent.[11]

How are we to explain all this? If Jill is obligated to pay something, why is she not obligated to pay what she agreed to? I submit that the following principle best accounts for the intuition: morality cannot demand of individuals that they resign themselves to their own exploitation, and so individuals can only validly bind themselves to performance up to the point that performance becomes exploitation-facilitating. This explains why Jill must do something, but not everything that she said she would. Whatever entitlement Jack may have acquired to payment, it runs out at the point where the exchange becomes substantively unfair enough to be exploitative.

Those of us who believe that exploitation creates remedial duties have particularly good reason to accept this principle. Following Malmqvist and Szigeti (2019), let us suppose that exploited persons are owed compensation, which requires that they be given what they would have gotten had their exploiter dealt with them fairly. Thus if an individual's desperation was leveraged to extract from her some

[11] For a fuller discussion of the "marks of obligation" see Owens (2016).

exorbitant payment for a good or service, as in *Antivenom,* that sum of money should be returned to her less whatever a "fair" price for said service happens to be. This seems right. But it would be very odd to hold this view, while at the same time allowing that exploitative terms in an agreement are binding on the parties to it. Combined, these two views would have us saying that Jack has a defeasible right against Jill that she pay him the full $1000 for the antivenom, but that Jill has a right against Jack that he compensate her to the tune of $1000 less a fair price for the antivenom. Jack has a right to something that he has an obligation to return to the sender. It is surely more sensible to say that Jack simply does not acquire a right to that which Jill promises him in *Antivenom.*

Remedial duties aside, however, I would suggest that as long as one agrees that exploitation is morally impermissible, one should be prepared to accept the principle that I have stated above. If Jack is doing something wrong by charging $1000 for the antivenom, then to say that he is *pro tanto* entitled to full payment is effectively to say that he is entitled to benefit from his wrongdoing. Worse, it is to say that he is entitled to benefit *by the hand of his victim*. No plausible moral system could countenance this result.[12] Thus whatever its wrong-making feature happens to be, if exploitation is wrong, then non-exploitation should be treated as one of the validity conditions of an agreement. Hence (3): one cannot acquire a moral obligation to allow oneself to be exploited.

The remainder of the argument is fairly straightforward. An employer cannot be entitled to the productive labour of an employee that he is exploiting (ie. one whose "claim-of-right" to better pay/conditions is going unfulfilled), since an employee cannot acquire an obligation to allow herself to be exploited. An exploited worker who withdraws her labour therefore does not deprive her employer of anything that the employer is entitled to. Which of course means that said worker is not liable to the charge of extortion as we defined it. This argument does not say that workers have a valid justification or excuse for using extortion when this is necessary to defend themselves against exploitation. Rather, it says that the presence of exploitation entails the absence of one of the preconditions needed for extortion to occur.[13]

[12] Keith Hyams (2011) makes a similar point, calling it the "no-gain principle": consent's capacity to legitimize is limited by the condition that the perpetrators of wrongdoing (or threatened wrongdoing) should not benefit from it.

[13] One might suggest there is an inconsistency in my argument. I have said that Jill does not wrong Jack when she deprives him of the $1000 promised, but she does wrong him if she fails to transfer even $10, since he has a rightful claim to this much. At the same time, I have said that if a worker is being exploited then she is not liable to the charge of extortion even if she withdraws her labor entirely. But wouldn't this be like Jill refusing to transfer even the $10? It seems the analogy should only support the weaker conclusion that a worker may withhold that portion of her labour time that is not being compensated fairly. So, if she is being paid two-thirds of what justice demands, then she may withhold one-third of her labor power. Anything more and she is denying her employer something he has a rightful claim to. Three points in response. First, strikes often do take the form of this partial withdrawal—the half-day strike, for instance. Second, in cases where workers do walk off the job entirely and refuse to return until their demands are met, they may have grounds to insist that the employer has already received his due, such that their refusal to provide further inputs is no different from Jill refusing to transfer additional dollars

An appealing feature of the claim-of-right argument is that it does not necessarily exonerate *all* strikers from the charge of extortion, not even all those who limit their strike action to the withdrawal of labour. It all depends on whether the strikers have a legitimate claim to the property they are demanding, such that continuing to work without it would involve allowing themselves to be exploited. The US Supreme Court's ruling in *Enmons* gives the impression that workers *always* have a "claim-of-right" to more than they are currently getting, but this of course is going to be controversial. There are a number of competing accounts of what workers have a claim to, and accordingly of what constitutes a fair distribution between labour and capital. On one view a worker is exploited just in case his pay is not enough to decently sustain him—it falls short of a "living wage" (Snyder, 2008). An alternative view says that workers are exploited just in case they are paid less than what they would be paid in an idealised market setting (where market failures such as monopolies and anti-competitive practices are absent, where there is an abundance of unpressured buyers and unpressured sellers, and so on) (Wertheimer, 1996: 232). A third view says that a fair price for labour is one that hypothetical contractors under a Rawlsian veil of ignorance would agree upon, and so an exploitative wage is anything short of that (Kates, 2019).[14]

According to the claim-of-right argument, whether a strike is extortionate will turn out to be, in part, a function of which of these theories of exploitation is the correct one. But that is a good thing. It makes the answer to the extortion question dependent on precisely the kinds of considerations that it *should* be dependent on, namely the fairness with which employees are being treated by their employer, (as opposed to structural features of capitalism, or whether the workers are easily replaceable, or whether they use picket lines). When a strike is called by workers who are being exploited, and the achievement of the strike's objectives would morally rehabilitate the relationship by allocating the benefits of it more fairly, the strike cannot aptly be described as extortionate since the workers deprive their employer of nothing that they owe him at that time. A strike called by workers who are being treated fairly, on the other hand, might well turn out be extortionate. The claim-of-right argument does not rule this out, nor should it be ruled out.

It is worth highlighting that if an employer is to maintain a non-exploitative relationship with his employees, he will likely need to renegotiate the terms and conditions of their employment from time to time. The fact that he is not engaged in exploitation at T1 does not guarantee that this will still be true at T2, *even if* what workers get from the relationship remains unchanged in absolute terms.

Footnote 13 continued
after she has transferred the first 10. Finally, workers are not normally paid for the time they spend in industrial action, so even if they are no longer giving anything, they are no longer taking anything, either.

[14] Since these contractors would give priority to maximising the welfare of the worst off, Kates contends that they would require employers to pay workers their "reservation price"; the maximum that the employer would be willing to pay for the services in question, in the sense that he/she would prefer no transaction at all over a transaction at a higher price. For a more detailed discussion of exploitation see Dobos (2019).

Suppose that at T1 Jack hires Jill to work in his textile factory. The wage is very low, but it is the best option that Jill has, so she takes the job. In any case, this wage is the most that Jack can sustainably afford to pay his workers; anything more would make his business unviable. Whatever else we want to say about Jack (perhaps his business ought not to exist if it cannot even provide a decent livelihood to the people whose inputs its depends on) it would be odd to characterise his offer to Jill as exploitative when it is the most that he feasibly *can* offer. Before too long, however, the textile company begins to thrive, such that at T2 the situation looks very different. Jill is still being paid her very low wage, but Jack is now earning huge profits. He could easily afford to lift his workers out of poverty, but he chooses not to. Jill stays in the job because it remains her best option. At time T2 Jack is relying on Jill's difficult circumstances to ensure that she persists in a relationship from which she benefits, admittedly, but not *enough* relative to Jack. The way that the benefits of the agreement are distributed has become grossly unfair. These are the defining features of an exploitative relationship.

Should Jill strike at T2 she is not open to the charge of extortion, since by the lights of the argument sketched out above, Jack's moral claim to Jill's labour has now lapsed. This is despite the fact that Jack has made no changes whatsoever to the bundle of goods being provided to Jill in return for her productive inputs. Indeed, that is precisely the problem. By not upgrading that bundle Jack has allowed the relationship to degenerate into an exploitative one, and accordingly he has forfeited his claim to the productive labour of his workers. Should he react to Jill's decision to strike with "you are extorting me", she has a fatal reply in "you are exploiting us".

Before concluding I should say a few words about how we might proceed in cases of uncertainty. On the account that I have developed we cannot determine whether a strike is extortionate without first determining whether the employment relationship is exploitative. Sometimes the answer to this latter question will be beyond dispute—the way the benefits of the relationship are distributed will be fair or unfair on any defensible standard. But there are bound to be some contentious cases, too, characterised by reasonable disagreement. If a strike is called under some such circumstances, what should we think about it? What should our *presumption* be—that the strike is extortionate, or that it is not?

Usuaully our presumption norms reflect the differential costs of potential errors (Rabinowicz, 2013). Take for instance the presumption of innocence in criminal law. Since it is morally worse for an innocent person to be punished than it is for a guilty person to be acquitted, we select the presumption norm that minimises the likelihood of the former mistake, even if this has the predicable consequence of increasing the likelihood of the latter. My tentative suggestion is that we should adopt the same attitude with respect to strikes. Say a group of workers calls a strike demanding a pay increase, but there is reasonable disagreement about whether their existing wages are so low as to be exploitative. If we presume that the strike is not extortionate, we risk tolerating an action that coerces an employer (and the owners of capital) into relinquishing a greater share than fairness demands. If we presume that the strike *is* extortionate, however, we run the risk of consigning the workers to continued exploitation. If the former outcome is usually the lesser of the two evils,

and I think it is, then our presumption norm should be set to favour error in this rather than the opposite direction. We should presume that the strikers are innocent of extortion.

6 Conclusion

This paper has interrogated the claim—sometimes explicitly stated, but more often merely insinuated—that unions engage in extortion when they take strike action to achieve certain of their economic objectives. They hold their employers "to ransom". If this is true, then the "right to strike" does indeed constitute "legally sanctioned extortion". At the beginning of the paper, I attempted an analytical reconstruction of the extortion objection, before turning to consider three distinct strategies for refuting it. The most plausible strategy, in my view, does not produce a fully generalisable conclusion. It tells us that whether a strike is extortionate cannot be determined in abstraction from an assessment of whether the labour relationship is exploitative. This is an appealing feature of the strategy, not a deficiency, because it makes the answer to the extortion question dependent on precisely the kinds of considerations that it should be dependent on, namely the fairness with which employees are being treated by their employer, as opposed to structural features of capitalism, or whether the workers are easily replaceable, or whether they use picket lines to "keep others out".

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References

Basu, K. (2007). Coercion, contract and the limits of the market. *Social Choice and Welfare, 29*, 559–579.

Brecher, R. (1985). Striking responsibilities. *Journal of Medical Ethics, 11*, 66–69.

Brock, M. E., Martin, L. E., & Ronald Buckley, M. (2013). Time theft in organizations: The deployment of the time banditry questionnaire. *International Journal of Selection and Assessment, 21*(3), 309–21.

Chadwick, R., & Thompson, A. (2000). Professional ethics and labour disputes: Medicine and nursing in the United Kingdom. *Cambridge Quarterly of Healthcare Ethics, 9*, 483–97.

Champion, R. (2010). The Myths of militant trade unionism. *Quadrant,* 63–4.

Cohen, G. A. (1983). The structure of proletarian unfreedom. *Philosophy and Public Affairs, 12*(1), 3–33.
Cohen, G. A. (1985). Are workers forced to sell their labour power? *Philosophy and Public Affairs, 14*(1), 95–105.
Dobos, N. (2017). What's so deviant about production deviance? *Social Theory and Practice, 43*(3), 519–540.
Dobos, N. (2019). Exploitation, working poverty, and the expressive power of wages. *Journal of Applied Philosophy, 36*(2), 333–347.
Doyle, C. (2018) Robbery, extortion, and bribery in one place: A legal overview of the hobbs act, *Congressional Research Service,* R45395.
Dworkin, G. (1997). Strikes and the national health service. *Journal of Medical Ethics, 3*, 76–82.
Elegido, J. M. (2009). The just price: Three insights from the Salamanca school. *Journal of Business Ethics, 90*, 29–46.
Garvey, P. (2015). Martin ferguson: Unions holding resources projects to Ransom. *The Australian*.
Getman, J. G., & Ray Marshall, F. (2001). The continuing assault on the right to strike. *Texas Law Review, 79*(3), 703–736.
Gourevitch, A. (2018). The right to strike: A radical view. *American Political Science Review, 112*(4), 905–917.
Green, S. P. (2005). Theft by coercion: Extortion, blackmail, and hard bargaining. *Washburn Law Journal, 44*(3), 553–582.
Green, S. P. (2007). *Lying, cheating, and stealing: A moral theory of white collar crime*. Oxford University Press. Chapter 17.
Hayek, F. A. (1960). *The constitution of liberty*. University of Chicago Press.
Hutchens, G. (2020). Militant' unions are a thing of the past—Just like strong wages growth. *ABC News*.
Hutt, W. (1973). *The strike threat system: The economic consequences of collective bargaining*. Arlington House.
Hyams, K. (2011). When consent doesn't work: A rights-based case for limits to consent's capacity to legitimise. *Journal of Moral Philosophy, 8*, 110–138.
International Labour Organization. (2015). The labour share in G20 economies. In *Report prepared for the G20 employment working group Antalya, Turkey*.
Jennings, K., & Western, G. (1997). A right to strike? *Nursing Ethics, 4*(4), 277–82.
Kates, M. (2019). Sweatshops, exploitation, and the case for a fair wage. *The Journal of Political Philosophy, 27*(1), 26–47.
Loewy, E. H. (2000). Of healthcare professionals, ethics, and strikes. *Cambridge Quarterly of Healthcare Ethics, 9*, 513–520.
McLoughlin, P. (2015). Union leaders are holding Britain to Ransom. *The Telegraph*.
Malmqvist, E., & Szigeti, A. (2019). Exploitation and remedial duties. *Journal of Applied Philosophy, 38*, 55–72.
Martin, L., Brock, M. E., Ronald Buckley, M., & Ketchen Jr, David J. (2010). Time banditry: Examining the purloining of time in organizations. *Human Resource Management Review, 20*, 26–34.
Marx, K, *Capital,* Vol. 1, New York: International, 1887/1967.
Norris, F. (2014). Corporate profits grow and wages slide. *New York Times*.
Nozick, R. (1974). *Anarchy, state, and utopia*. Blackwell.
Olsaretti, S. (1998). Freedom, force and choice: Against the rights based definition of voluntariness. *Journal of Political Philosophy, 6*(1), 53–78.
Owens, D. (2016). Promises and conflicting obligations. *Journal of Ethics and Social Philosophy, 11*(1), 1–20.
Park, J. J., & Murray, S. A. (2014). Should doctors strike? *Journal of Medical Ethics, 40*, 341–42.
Paulsen, R. (2014). The art of not working at work. *The Atlantic*.
Phillips, G. (2011). Protected industrial action: Legitimate employee right or legally sanctioned extortion? *Workplace Review, 2*(4), 130–133.
Rabinowicz, W. (2013) When in doubt equalize. In: Eyal,N., Hurst, S.A.., Norheim, O. F., & Wikler, D. (eds.) *Inequalities in Health.* Oxford University Press
Reynolds, M. (1989). A critique of what do unions do? *The Review of Austrian Economics, 2*(1), 259–271.
Richardson, R. (1996). Coercion and the trade unions: A reconsideration of Hayek. *British Journal of Industrial Relations, 34*(2), 219–236.
Robison, T. E. (1983). Enforcing extorted contract modifications. *Iowa Law Review, 68*(4), 699–752.
Ryan, C. (1980). Socialist justice and the right to the labor product. *Political Theory, 8*(4), 503–524.

Simons, H. C. (1944). Some reflections on syndicalism. *Journal of Political Economy, 52*(1), 4.
Skulley, M. (2012). Big projects held to Ransom, Says Lawyer. *Financial Review*.
Snyder, J. (2008). Needs exploitation. *Ethical theory and moral practice, 11*, 389–405.
Stanford, J. (2017) *Labour share of Australian GDP hits all-time record low*. The Australia Institute.
Ünal, Ee., & Köse, N. (2018). The impact of workdays lost to strikes on wage growth in Turkey. *Journal of Economic Structures, 7*, 1–19.
Valdman, M. (2009). A theory of wrongful exploitation. *Philosopher's Imprint, 9*(6), 1–14.
Wallace, M., Leicht, K. T., & Raffalovich, L. E. (1999). Unions, strikes, and labor's share of income: A quarterly analysis of the United States, 1949–1992. *Social Science Research, 28*(3), 265–88.
Wertheimer, A. (1996). *Exploitation*. Princeton University Press.
Wheeler, C. & Tomney, C. (2017). Anti-strike law to spell end of the line for unions holding commuters to ransom. *Express*.

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