

Commentary

Dangerous Work, Intention, and the Ethics of Hazard Pay

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ABSTRACT: Is offering hazard pay ethically permissible when the pay premium is the only reason that a dangerous job is accepted? Robert C. Hughes argues that it is not. Central to his argument is the claim that in such cases, workers intend the foreseeable risks of harm as a means to the pay premium. Herein I question the plausibility of this claim and then develop a conception of the concept of means sufficient to make it plausible. By so doing, I provide support for Hughes's stringent position.

KEY WORDS: double effect, dangerous work, hazard pay, intention, means, risk

In addressing the ethics of “paying people to risk their lives or their health,” Robert C. Hughes (2019, 295) provides a thought-provoking analysis of the ethics of offering hazard pay. In so doing, he sets forth and defends a stringent position: “A job offer that includes explicit or implicit hazard pay is morally acceptable only if either (a) taking the hazard pay is necessary to bring about a very great good, such as employees' survival, or (b) prospective employees have reasons other than a wage premium to choose this job over alternatives” (296). According to Hughes, when neither (a) nor (b) obtains, and thus “when hazard pay is the only reasonable motive for taking a dangerous job” (296), “it is wrong for the [employer] to hire the [prospective employee]” (304).

Central to Hughes's argument is the claim that the foreseeable risks of harm involved in dangerous jobs are intended by those who do the work solely for hazard pay. Herein I question the plausibility of this claim and then develop a conception of the concept of means sufficient to make it plausible. I sketch Hughes's argument in [sections 1](#) and [2](#). In [section 3](#), I draw on influential work on the concept of intention to develop a critique of Hughes's argument. In [section 4](#), I develop and defend a conception of means that is sufficient to ground Hughes's argument for the stringent position he sets forth and thus can be seen as playing an essential role in making that position plausible. In [section 5](#), I conclude by setting forth an issue that should be addressed so as to further probe the plausibility of Hughes's stringent position on the ethics of hazard pay.

1. WRONG TO ACCEPT AND TO OFFER

Hughes's argument can be seen as being founded on a particular aspect of the principle of double effect (PDE): the claim that there is a morally relevant difference between intended and merely foreseen harm, with this difference entailing that the

former is difficult to justify (“if it can be justified at all”), whereas such is not the case for the latter (297).¹ With this as a starting point, Hughes (296) develops an extension of the PDE. He extends the difference between intended and merely foreseen harm so as to apply, in a parallel manner, to “intended risk” and “merely foreseen risk” of harm (295–96), such that intended risk of harm parallels intended harm in being difficult to justify compared to its counterpart (296, 304, 305).

Hughes (296) links this extension to the issue of accepting hazard pay by claiming that “if hazard pay is the only reasonable motive for taking a job . . . it transforms foreseen risks into intended risks.” The idea is that workers who take a job merely for the hazard pay “intend the risks,” viewing them as necessary “as a means to the end of obtaining a pay premium” (300), and thus do the dangerous work “because of the risks, not in spite of them” (296).

Relying on this understanding of what is intended by such workers, Hughes argues that it is wrong to accept, or offer, hazard pay when the motive for doing dangerous work is solely the pay premium. With regard to accepting, the extension can be applied as follows: just as, according to the PDE, “it is normally [wrong] for people to intend physical [harm] to anyone, including themselves, as a means to an end,” so too “it is normally [wrong] for people to intend [the risk of] physical [harm] to anyone, including themselves, as a means to an end” (303). With regard to offering, Hughes claims that “it is normally wrong to offer a dangerous job if workers who take the job would intend risk [of harm] to themselves as a means to higher pay” (303). Overall, according to Hughes, when neither of the two conditions he specifies obtains, and thus when the pay premium is the only reason that a dangerous job would be accepted, it is wrong to offer hazard pay (296, 304).

2. WHEN RISK OF HARM IS NECESSARILY INTENDED

Is Hughes’s (296) claim plausible that “when hazard pay is the only reasonable motive for taking a dangerous job,” the risks of harm are intended? To provide the basis for addressing this question, in this section, I address a preliminary question: how does Hughes arrive at this claim?

Let us begin by considering a case provided by Hughes (300):²

Vacation: A couple has planned a vacation at a mountain cabin. The road to the cabin has many sharp curves, and the side of the road is next to steep inclines with no guardrails. Today there is a storm, which makes the drive risky. The couple decides they do not want to postpone their vacation. They take the drive.

¹ Here is a customary rendering of the PDE: “A person may licitly perform an action that he foresees will produce a good and a bad effect provided that four conditions are verified at one and the same time: 1) that the action in itself from its very object be good or at least indifferent; 2) that the good effect and not the evil effect be intended; 3) that the good effect be not produced by means of the evil effect; 4) that there be a proportionately grave reason for permitting the evil effect” (Mangan 1949, 43).

² I have shortened the names that Hughes assigns to the three cases discussed in this section from two words to one for readability.

With respect to this case, Hughes claims, “The couple foresees but does not intend the risks of driving” (300).

Hughes contrasts Vacation with the following case (300):

Luxury: After arriving safely at the cabin, the couple realizes that they forgot to bring the truffles. . . . The nearest store selling them is at the base of the mountain. The couple locates a private courier. . . . The storm has continued, and the drive is still dangerous. Since there is plenty of demand for the courier’s services on safer routes, the courier will only drive up the mountain if the couple pays fifty percent more than the normal price for this delivery. The couple agrees.

According to Hughes (300–301), while the risks of the drive need not be intended in Vacation, things are different in Luxury: “By contrast, the courier intends the risks of the drive as a means to the end of obtaining a pay premium. The agreed-on hazard pay is the only reason for the courier to make the dangerous drive. Undergoing the risks of the drive is the means of obtaining this hazard pay.”

Drawing on his analysis of these cases, Hughes’s route to the claim that “when hazard pay is the only reasonable motive for taking a dangerous job” (296), the risks of harm are intended can be sketched as follows, *Argument-I*:

1. When hazard pay is the only reasonable motive for taking a dangerous job, the risks of harm are a means to the end of receiving hazard pay.
2. One’s means to one’s end are intended (implicit assumption).
3. Therefore, when hazard pay is the only reasonable motive for taking a dangerous job, the risks of harm are intended.

Hughes does not claim that the risks of harm are intended whenever hazard pay is accepted. According to Hughes, the offer of hazard pay does not necessarily “transform the risks . . . from merely foreseen risks to risks that are intended as a means” (296). To illustrate, he offers a third case (301):

Emergency: During the storm, a medical clinic in the mountain resort town gets many unexpected patients and runs out of important supplies. The clinic finds a courier. . . . The courier is willing to take the dangerous drive only if the clinic pays fifty percent more than the normal fee for this delivery. The clinic agrees.

According to Hughes, in this case, the courier need not intend the risks of the drive because the pay need not be “the only reason for the courier to make the dangerous drive” (300). As he puts it, “the courier may choose to take on this dangerous task because the courier wants to help patients . . . [yet] demand the hazard pay premium as fair compensation for the risk involved” (301).

3. QUESTIONING THE NECESSARILY INTENDED CLAIM

Argument-I is valid: the premises entail the conclusion. I presume that the second premise is true. Thus, in this section, I consider the plausibility of the first premise. To do so, it will be helpful to make that abstract premise concrete. Fortunately,

relying on Luxury, this can easily be done, as follows: given that in Luxury, hazard pay is the only reasonable motive for the courier to take the job, the risks of harm are a means to the courier's end of receiving hazard pay. To address the plausibility of this premise, a plausible conception of means is needed.³ Accordingly, in this section, I take on two tasks: I set forth a plausible conception of means, and I use it to address the plausibility of the first premise by means of addressing the plausibility of its concrete version.

A good place to start is with the traditional, commonsense conception: a means is that which is instrumental to an end, "an instrument by which an act can be accomplished or an end achieved."⁴ This conception contains an important truth: an instrumental connection to an end is necessary for something to be a means. However, it is not plausible to hold that such a connection is sufficient. To see this, consider an example provided by Michael Bratman (1984, 399): "Suppose I intend to run the marathon and believe that I will thereby wear down my sneakers. Now it seems to me that it does not follow that I intend to wear down my sneakers, and in a normal case I will not so intend." Presuming Bratman is correct, and assuming means are intended, a conception of means that includes everything that has an instrumental connection to an end is too broad to be plausible.

A plausible conception of means will then exclude at least some foreseeable effects, and thus will be narrower than one that takes an instrumental connection to be sufficient. However, it must not be so narrow that it excludes that which should be included. I am not aware of a conception of means that more effectively navigates between the problems of over- and under-inclusiveness than the conception developed by John Finnis (often in collaboration with others) in his influential work on intention.⁵ Hence, I will rely on Finnis's work to set forth a conception of means that can be used to address the plausibility of the concrete version of the first premise.

Finnis (2011a, 176) claims that an agent intends everything that is in her "proposal." An agent's proposal is her plan of action with respect to an end and includes the agent's end as well as her means (176). According to Finnis, means "are states of affairs—one's actions, and, often, certain resulting states of affairs—which one chooses to bring about for the sake of some further purpose (one's end)" (179). This conception includes both one's actions (chosen to achieve one's end) and those foreseeable effects of one's actions that one seeks to bring about so as to achieve one's end. It excludes the foreseeable effects of one's actions that one does not seek to bring about, what Finnis refers to as "side effects" (180).

³ While the concept of means is central to Hughes's argument, he does not provide an explicit conception.

⁴ *American Heritage Dictionary of the English Language*, s.v. "means," <https://ahdictionary.com/word/search.html?q=means>.

⁵ Important works by Finnis addressing intention and related concepts, such as means and ends, include Finnis (1991, 2011b, 2011a, 2013), Finnis, Boyle, and Grisez (1987), and Finnis, Grisez, and Boyle (2001).

Drawing on these ideas, I set forth the following as being a plausible conception of means:

Means-Bipartite: That which the agent chooses to do so as to obtain the agent's end, and the foreseeable effects of such action(s) that the agent seeks to bring about so as to obtain the sought-for end.

Let us turn to the task of applying Means-Bipartite to Luxury.

First, however, note that in an influential article written with Germain Grisez and Joseph Boyle, Finnis offers a number of cases that illustrate his understanding of intention, including the conception of means he employs (Finnis, Grisez, and Boyle 2001, 3–6). I take the following case, which I will refer to as *Drug*, and their analysis of it to be relevant to the task of applying Means-Bipartite to Luxury: “A man with high blood pressure is offered a drug to lower it. Taking this drug has what everyone calls side effects; some of these are very rare but lethal. He knows about these side effects, but chooses to take the drug, realizing that he is incurring some risk of earlier death” (Finnis, Grisez, and Boyle 2001, 4). According to Finnis, Grisez, and Boyle, while the side effects are “brought about” by the man's action, they need not be intended by him as a means to his end of reducing his blood pressure. Assuming their analysis of this case is correct, I will use it to guide my application of Means-Bipartite to Luxury.

In *Drug*, the end is clear: reduced blood pressure. In *Luxury*, the end is also clear: receive hazard pay. In *Drug*, taking the drug is a means. In *Luxury*, taking the drive in the storm is a means. If the risks of taking the drug need not be a means in *Drug*, is it likewise true that the risks of taking the drive need not be a means in *Luxury*? I suspect Hughes would hold that *Drug* is analogous to *Emergency* but not to *Luxury*. As he argues, in *Luxury*, the risks of harm are intended because they are a means to the end of receiving hazard pay, whereas they need not be intended in *Emergency* because they are not a means to the end of helping patients (300–301). The difference, in his view, is that “if hazard pay is the only reasonable motive for taking a job . . . it transforms foreseen risks into intended risks” (296). However, a concern I have regarding this position is that it is not clear why such a transformation necessarily occurs.

So as to address this concern, consider the following case, which makes *Drug* parallel to *Luxury*:

Drug-Trial: A man with high blood pressure is offered an opportunity to take part in a clinical trial of a drug. Taking part in the trial has side effects. He knows about these side effects, but chooses to take part in the trial, on one condition: that the researcher pays him fifty percent more than his normal income, for the duration of the trial. The researcher agrees.

Presume that the only reason the man takes part in the trial is to receive hazard pay. Is it plausible to hold that the risks of harm are therefore transformed such that they are intended? Why not instead hold that the risks can be side effects in *Drug-Trial*, as in *Drug*? Similarly, why not hold that the risks of the drive can be side effects in *Luxury*, as in *Emergency*?

To address these questions, let us return to Finnis's (2011a) claims that what is intended is everything that is in an agent's proposal (176) and that whatever is not in an agent's proposal is a side effect (180), and consider some plausible proposals for Drug, Drug-Trial, and Luxury. The proposal in Drug is plausibly set forth as follows: take the drug (means) so as to lower my blood pressure (end). There is no need to place "the risks of harm" in this proposal to make it coherent, as a piece of practical "means-end reasoning" (Bratman 1987, 23). Thus, it is plausible to hold that the risks of harm need not be intended and can be understood as side effects.

Next, consider Drug-Trial. The proposal is plausibly set forth as follows: take part in the trial (means) so as to receive hazard pay (end). As in Drug, it seems that there is no need to place "the risks of harm" in the proposal to make it coherent. Furthermore, the risks of harm do not seem to fit either of the criteria set forth in Means-Bipartite, being neither an action nor a foreseeable effect that the man seeks to bring about so as to obtain his end. Thus, it seems plausible to hold that the risks of harm need not be intended and can be understood as side effects.

If this is right with respect to Drug-Trial, then, by parallel reasoning, it seems an analogous conclusion is warranted for Luxury. Regarding Luxury, the courier's proposal is plausibly set forth as follows: take the drive in the storm (means) so as to receive hazard pay (end). As in Drug and Drug-Trial, there seems to be no need to place "the risks of harm" in this proposal to make it coherent. As in Drug-Trial, the risks of harm do not seem to be either an action or a foreseeable effect that the courier seeks to bring about. Indeed, so to seek would seem to be foolish and pointless, because the risks presumably necessarily arise from the action that is done. Thus, it seems plausible to hold that the risks of harm need not be intended and can be understood as side effects. Such risks seem to be unwanted side effects, akin to "wear down my sneakers" in Bratman's marathon case.

In response to this argument, an objection can be raised, as follows. The argument of this section relies on a merely intuitive understanding of the distinction between the foreseeable effects of an agent's actions that are included in her proposal (those effects that an agent seeks to bring about) and those that are not (side effects). This is problematic because it give rise to ambiguity, which in turn is exploited so as to reach the proffered conclusion.

To respond to this objection, I will attempt to remedy the deficiency it points out. To do so, I rely on Christopher Kaczor's work. Kaczor (2001, 84, 88–89) sets forth four criteria for distinguishing with respect to foreseeable effects between "what is included in a means to an end and what is a side effect." This set of criteria can be seen as providing a plausible conception of the effects an agent seeks to bring about, what I will refer to as *effect means*, which can be contrasted with side effects, and what I will refer to as *action means* (that which an agent chooses to do so as to obtain the end). I will call this conception of effect means *Effect Means-Multiple*:

A foreseeable effect is a means (rather than a side effect) if: "(1) the achievement of the effect presents a problem for the agent that occasions deliberation, (2) the achievement of the effect constrains other intentions of the agent, (3) the agent endeavors to achieve the effect, perhaps being forced to return to deliberation if circumstances change, and (4) a failure of the effect to be realized is to be accounted as a failure by the agent" (Kaczor 2001, 89).

Using this conception of effect means, let us consider the plausibility of my claim regarding Luxury that it is plausible to hold that the risks of harm need not be intended as a means and instead can be understood as side effects.

Regarding (1), “the achievement of the [risks of the drive]” does not seem to “present . . . a problem for the [courier] that occasions deliberation” since they necessarily obtain if the drive is taken. Regarding (2), the meaning of this criterion is not readily apparent. However, a sense of its meaning can be found in Kaczor’s application of it to a classic ethics case, that of performing a craniotomy on a fetus so as to save its mother. According to Kaczor (2001, 86), “the achievement of the effect constrains the other intentions of the agent. All intentions that are contrary to the intention to crush the skull must be set aside.” Based on this application, I take it that (2) addresses the issue of an agent constraining what she does so as not to hinder the occurrence of the effect of concern. If this is right, it seems that it is not the case that “the achievement of the [risks of the drive] constrains the other intentions of the [courier].” The risks of the drive necessarily obtain if the drive is taken so there is no possibility of them not obtaining.

Regarding (3), it does not seem that “the [courier] endeavors to achieve the [risks of the drive].” Doing so would be pointless because the risks necessarily obtain if the drive is taken. Regarding (4), it does not seem that “a failure of the [risks of the drive] to be realized is to be accounted as a failure by the [courier].” It instead would seem to be seen as a stroke of good luck. For instance, if the risks did not obtain, say, on account of having a computer-controlled vehicle that made it impossible to be harmed, or, in the manner of a “Frankfurt-style case,” a “benevolent . . . neurosurgeon” had “secretly inserted a chip in [the courier’s] brain” (Fischer 2010, 316) enabling the neurosurgeon to monitor the courier and preempt any driving mistakes and eliminate all risks, this would not be accounted as a failure by the courier, nor would it hinder the achievement of his end.

Based on this analysis, if Effect Means-Multiple is used to make explicit the distinction between the foreseeable effects of an agent’s actions that an agent seeks to bring about so as to obtain her end and those that are side effects, it is plausible to hold regarding Luxury that the risks of harm need not be intended as a means and instead can be understood as being a side effect. Thus, it seems not to be the case that the use of an ambiguous distinction between intended and unintended effects is needed to reach such a conclusion.

Given the argument of this section, we have reason to question the plausibility of the concrete version of the first premise. Given the relationship of token to type between it and its abstract counterpart, the first premise of Argument-I (when hazard pay is the only reasonable motive for taking a dangerous job, the risks of harm are intended as a means), we have reason to question the plausibility of that premise too.

4. AN ALTERNATIVE CONCEPTION

In view of the conclusions of section 3, my aim in this section is to make a contribution to the case for the stringent position on the ethics of offering hazard pay set forth by Hughes. To do so, I identify a fault in the conception of means upon

which the argument of that section is developed. I then set forth an alternative conception and explain how it is sufficient to ground the stringent position.

An important feature of the conceptual framework of the argument of [section 3](#) is the catchall or remainder nature of side effects. Any (ostensible) effect that fails to satisfy the conditions for being an effect means is classified as a side effect and understood as not being intended. There is no problem with having a remainder concept if intention is fully exhausted by that which according to the framework is intended: ends, action means, and effects means. However, if not, employing a remainder concept is problematic; it makes the concept of side effects overinclusive because it includes actual side effects and anything that is overlooked by the framework.

Accordingly, one way to take issue with the argument of [section 3](#) is to argue that something has been overlooked on account of the conceptual framework employed therein and that that something is therefore mistakenly classified as a side effect. In this section, I develop such an argument. To begin, consider the following case:

Tree: Sally wants to cut down a dead tree. To do so, she needs to use a saw. She goes to the shed, retrieves a saw, and cuts down the tree.

Sally's proposal can be set forth as follows: use a saw (means) to cut down the tree (end). Excluded from her proposal is everything that is not a means or an end—side effects such as sawdust getting in her eyes or grass being damaged when the tree falls.

As applied to this case, is there anything the conceptual framework misses? I submit there is. To see it, consider the following question: given Sally's end, why does it make sense for her to choose "use a saw" as a means? Of course, the reason is that there is an instrumental relationship between that action and her end. If such were not the case, it would not make sense for her to choose it as a means. Yet why is there such a relationship? The reason is because of certain features of the chosen action (Donagan 1977, 125). For instance, the saw used has certain features, such as a hard blade and sharp teeth, on account of which it is possible for "use a saw" to be a means to Sally's end. Thus, possible actions can be seen as having certain features by virtue of which it makes sense to choose them as means. I will refer to such features as *means-making features*. Means-making features can be effects, but they need not be. For instance, the saw's hard blade and sharp teeth are not effects; they are simply features the saw has. I will refer to such features as *non-effect means-making features*.

In the conceptual framework used for the argument of [section 3](#), there is no place for non-effect means-making features, given that they are not ends, actions (and thus cannot be action means), or effects (and thus cannot be effect means or side effects). Given this, and given that within that framework there is a remainder concept, if the framework is employed, it can be expected that such means-making features will be classified as side effects. However, with respect to *Tree*, since the non-effect means-making features clearly are not effects, such misclassification likely will not occur. Instead, it will be possible to see that there is a need to expand the conceptual framework to accommodate such features.

Yet in some cases, the means-making features will be effects, or seem to be effects, and thus it can be expected that such features will be misclassified as side effects. I submit that this is what takes place in the argument of [section 3](#). Recall the proffered proposal for Luxury: take the drive in the storm (means) so as to receive hazard pay (end). Recall, too, that with respect to that proposal, it was noted that there is no need to place therein “the risks of harm” so as to make it coherent. The risks of harm of course are not an end, and it does not seem that they are an action means or an effect means, and thus they do not seem to be a means. Therefore, given the conceptual framework employed in [section 3](#), it seems plausible to hold that the risks of harm (of the drive) are side effects.

However, I submit that the risks (of harm) of the drive in Luxury are a feature of the action means “take the drive in the storm.” Of course, if the courier is harmed while taking the drive, such harm would be an effect. However, the risks of the drive (as understood in terms of the drive having risks, or being risky, as opposed to the concrete particular risks that in fact obtain during the drive) are not an effect of the drive but merely a feature of the drive. They are not something that results from taking the drive, like a flat tire. They are instead a feature of the drive itself, like the drive being twelve miles long.⁶ Nevertheless, it is only on account of the drive having the feature “risky” (in particular, “risks sufficient for it to be judged as warranting hazard pay”) that it makes sense for the courier to choose “take the drive” as a means to his end; without this feature, the action would not be judged as warranting hazard pay, and thus it would not be offered.

Why does it seem plausible to classify the risks of the drive as a side effect in Luxury? I submit that this is because there is such a close relationship between the risks of the drive and any harm that would obtain as a result of taking the drive, and that it is obvious that any harm that would so obtain is an effect of the side effect sort, and so it seems plausible to classify the risks of the drive in the same category.

There is a need, then, to expand the conceptual framework of [section 3](#) for thinking about intention, means, and ends, so as to accommodate means-making features, in particular, means-making features that are not effects and as a result are missed by that framework. This is needed so that such features are not mistakenly classified as side effects, given the remainder nature of that concept. So what should be done? The conception of intention should be expanded so as to include means-making features. In particular, on the assumption that intention includes only means and ends, and given that such features are not ends, they are means. If this is right, then the conception of means should be expanded to include such features.

Is such an expansion plausible? Consider the conception of means employed thus far, Means-Bipartite. What unites both types of means identified therein (action means and effect means) is being that which is chosen so as to obtain the end.

⁶ Some non-effect means-making features, like the length of the drive in Luxury, are invariable. However, that a feature is a non-effect means-making feature need not entail that it is invariable. For instance, in Tree, the teeth of the saw can vary in sharpness within a given use, or among different uses, and still be sufficiently sharp to fulfill the needed role, so long as a certain threshold level of sharpness obtains.

I submit that means-making features share this property; they, too, are chosen so as to obtain the end. Indeed, means-making features can be seen as having a fundamental role with respect to practical choice, whereas actions can be seen as having a secondary role, on account of the fact that it is by virtue of an action's means-making features that it makes sense to choose it as a means. The argument for such an expanded conception of means can be put as follows:

1. That which is chosen so as to achieve an end is a means.
2. That which is so chosen includes action means, effect means, and means-making features.
3. Therefore, action means, effect means, and means-making features are means.

Building on Means-Bipartite, an expanded conception of means can be set forth as follows:

Means-Tripartite: The actions the agent chooses so as to obtain the agent's end (action means), the features of such actions on account of which they are chosen (means-making features), and the effects of such actions that the agent seeks to bring about so as to obtain the agent's end (effect means).

If this conception of means is employed, contrary to the argument of [section 3](#), it is plausible to hold that given that in *Luxury*, hazard pay is the only reasonable motive for the courier to take the job, the risks of harm are a means to the courier's end of receiving hazard pay (the concrete version of the first premise of Argument-I) because the risks of the drive are a (non-effect) means-making feature. Given the relationship of token to type between the concrete version of the first premise and its abstract counterpart, this premise is also plausible. With the first premise thus being in place, the conclusion of Argument-I, that when hazard pay is the only reasonable motive for taking a dangerous job, the risks of harm are intended, is plausible. Hence, with Means-Tripartite, we have a conception of means that is sufficient to ground Hughes's argument for the stringent position he sets forth. Means-Tripartite, then, can be seen as playing an essential role in making that position plausible.

5. CONCLUSION

Hughes makes an important contribution to the discussion of the ethics of offering hazard pay. He moves it past an ethically shallow approach wherein consent is taken as being sufficient (295) to an ethically deep approach wherein reflection takes place regarding what additional considerations should inform the decision to offer hazard pay. However, Hughes reaches his conclusions by relying on an implicit conception of means, and if we try to make it explicit, using what I take to be as sound a conception of means as is available (Means-Bipartite), the plausibility of his conclusions is put into question. Hence, it seems that if Hughes's stringent position is to be plausible, some conceptual innovation is needed. Herein I have tried to fill this need by providing a different way to think about what a means is and thus, presuming

that one's means to one's end are intended, a new way to think about what one necessarily intends when one acts, including when undertaking actions at work that involve risk of harm.

Still, more work is needed to further the case for the stringent position. So as to focus on the aspect of Hughes's argument that concerns what is intended by those who accept hazard pay, I assumed the soundness of his extension of the PDE. While the extension has plausibility, critical examination is needed to determine if it warrants acceptance. One worry is that it may result in the PDE being applied too broadly, and thus to cases to which it should not be. This worry has plausibility, given that if the extension is employed, the PDE is applied to actions that are not double-effect actions (those that foreseeably will give rise to good and bad effects).

On the other hand, the extension has plausibility on account of the gravity of the bad effects that are risked in some cases. For instance, in cases like Luxury, even if it is not foreseeable that a given action will result in grave harm, it may nevertheless be foreseeable that there is a significant chance of such harm. Regarding such cases, it seems plausible to hold that the same sort of cautious reasoning that the PDE involves is warranted and thus that the extension is fitting. Given that there seems to be reasons both for and against extending the PDE, work is needed so as to determine if the extension should be accepted.

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