Jnl Soc. Pol., **31**, 4, 579–596 © 2002 Cambridge University Press
DOI: 10.1017/S004727940200675X Printed in the United Kingdom

Structures of Mutual Obligation*

ROBERT E. GOODIN

ABSTRACT

'Mutual obligation' is a deft political slogan. Morally, it evokes deep-seated intuitions about 'fair reciprocity' and the 'duty of fair play'. It seems an easy slide from those intuitions to 'mutual obligation' policies demanding work-for-the-dole. That slide is illegitimate, however. There are many different ways to structure mutual obligation. Workfare policies, such as the Howard government's 'Mutual Obligation Initiative' in Australia, pick out only one among many alternative regimes that would answer equally well to our root intuitions about 'fair reciprocity'. Other ways of structuring mutual obligations within social welfare policy are both more standard and more desirable.

Work-for-the-dole policies are sometimes said to be a simple matter of 'fair reciprocity' (Guttman and Thompson 1996: 8; Widerquist 1999; Galston 2000; White 2000), thus appealing to one of the most deeply seated moral primitives in the (post-) Judeo-Christian world.[1] Whereas old-style welfare rights offered 'something for nothing', workfare moves 'beyond entitlements' (Mead, 1986, 1997a, b; cf. Marshall, 1949) in conjoining 'rights *and* responsibilities' (Etzioni *et al.*, 1991).

Workfare links rights to receive welfare benefits with responsibilities for making a genuine effort to support oneself through paid labour (Weaver, 2000). Across the OECD world, welfare policy-makers increasingly employ 'contracts', 'compacts' and 'activation agreements' as a means of extracting such commitments from welfare recipients.[2]

We need not look far to see how this might be construed as a matter of 'mutual obligation' and 'fair reciprocity'. The basic is that people around here *work* for a living, so why should the poor be any different? You work

* Professor of Social & Political Theory and Philosophy, Research School of Social Sciences, Australian National University.

This paper has benefited from discussions at the the University of Melbourne's Public Policy Program, Centre for Applied Philosophy and the Melbourne Institute of Applied Economics & Social Research; and a workshop of the Academy of Social Sciences in Australia at the University of Sydney. I am grateful to those audiences and organisers – Brian Howe, Jeremy Moss, Peter Dawkins, Bettina Cass, Deborah Brennan and Moira Gatens – and to Diane Gibson and Peter Saunders.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

for your pay cheque. Why shouldn't they work for their dole payment? A corollary of that principle is: 'no work, no pay'. Why should the poor get something for nothing, when none of the rest of us do? (cf. Goodin, 2001b). In the slogan of US Senator Philip Gramm, 'It's time for those riding in the wagon to get out and help the rest of us push' (quoted in Lowry, 1998: 49).

Such sentiments are clearly what drove the US in 1996 to attack Aid to Families with Dependent Children (AFDC) (US House of Representatives 1996). What killed that programme was a dramatic change, over the past quarter century, in female labour force participation. At the beginning of AFDC in the 1930s, most middle-class mothers stayed home with their school-aged children. Under those conditions, it seemed only right to try to help poor mothers to do likewise. By 1996, most middle-class mothers went out to work well before their children left school; and under those changed conditions it seemed only right to expect poor mothers to do likewise. In Ronald Reagan's immortal (if inaccurate) phrase, why should welfare mothers live like 'queens' at public expense, when working mothers were labouring long hours to earn a living?

Contemporary workfare initiatives are of course only the latest in a long list of attempts to link work and welfare. Anglophone readers think most immediately of the New Poor Law of 1834 (Blaug, 1963). Francophone readers might cast their minds back to the plan presented by La Rochefouchauld-Liancourt to the Constituent Assembly in January 1790, designed to eliminate beggars from revolutionary France. His plan explicitly combined a 'right to work' (phrased as a 'duty of society ... to offer work to those who need it to live') with a 'duty to work' (phrased as a 'duty of society... to *force them to* [work] if they refuse'). Hence his slogan, 'If someone has the right to say to society: *Give me a living*, society also has the right to reply, *Give me your work*' (quoted in Rosanvallon, 2000: 72).

RIGHTS AND DUTIES: ANALYTIC CONNECTIONS

It might seem – on one easy misreading of what it is to have a right – that 'strong rights presume strong responsibilities' (Etzioni, 1993: 1), as a matter of analytic necessity. That is to say, we might easily imagine that there is a tight, mirror-image structure to our social rights and duties built into the very nature of rights and duties themselves. Let us begin by dispelling any illusion of analytic necessity that might in this way attach to notions of mutual obligation.

On the standard account of what it is to have a right, *X* has a right against *Y* if and only if: (a) *X* is a direct intended beneficiary of a per-

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

formance that *Y* is under a duty to perform; and (b) *X* has the authority (morally or legally) either to demand or to waive *Y*'s duty-bound performance (Hohfeld, 1923; Hart, 1955).

If that is what it is to have a right, then it obviously follows that no one can have a right unless someone else has a corresponding duty that the rightholder can demand or waive in that way. Note well, however, that is to say that *X*'s right correlates with *Y*'s duty. That is very different from saying that there is any necessary correlation between *X*'s rights and *X*'s own duties (Gouldner, 1960: 168–9).

When new communitarians urge us to think in terms of 'rights *and* responsibilities' (Etzioni *et al.* 1991), it is this latter type of connection that they most hope to establish. They really want to say that people cannot enjoy rights without also accepting responsibilities/duties. 'People' in the plural, here, is misleadingly ambiguous, though. True though it is that no one can enjoy a right without *someone else* having a correlative duty, it simply does not analytically follow that no one can enjoy a right without that *same person* also having corresponding duties.

Maybe there might be some truth of a more contingent, sociological sort to that latter proposition. Maybe others will be reluctant to continue acknowledging the duties that make your right possible unless you begin acknowledging similar duties towards them, thus making similar rights for them possible (Etzioni, 1993: 10).

But it would be equally possible for people to do 'swaps' with one another when setting up the basic institutions of their society. The poor might recognise a duty not to steal from the rich, say, in exchange for the rich recognising a duty of charity to feed the starving poor (Locke, 1690, sec. 42; Waldron, 1986). The basic institutions established as a result of such a 'swap' would not end up giving everyone exactly the same rights and duties as everyone else in society. But those institutions would be 'sociologically workable', nevertheless, just so long as they end up giving each something that each regards as fundamentally important in his own terms (Hardin, 1999). Giving each as good as the other is, from the point of view of fair reciprocity, just as good as – and assuming 'gains from trade', better than – giving each the same as the other.

Whether basic institutions of society are properly representable as the product of bargaining of that sort, and if so what bargains might be struck, are issues beyond the remit of the present article. The point to note, for now, is merely that the necessary correlativity of rights and duties does not necessarily mean that everyone necessarily has exactly the *same* duties ('to work for a living') and rights ('to get paid only if you work').

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

Neither, to foreshadow, does 'fair reciprocity' necessarily require that we do the *same thing* for one another, at the *same time* as one another. It is perfectly possible for us to discharge our obligations to one another by helping one another in various different ways at different times. Giving you back to you the same Christmas gift that you gave to me earlier in the day may constitute a paradigm case of lockstep reciprocity – but it is definitely not a friendly gesture. If what we want norms of reciprocity to do for us is, in part, to bind us together in a 'community of shared fate', then that form of reciprocity is actually contra-indicated (Gouldner, 1960: 174–6).

THE 'MUTUAL OBLIGATION INITIATIVE' IN AUSTRALIA

As a running example of workfare, this article will use the Howard government's 'Mutual Obligation Initiative' in Australia (FaCS, 2002). This initiative has the advantage of being one of the most explicit and fully elaborated 'mutual obligation'-style workfare policies in the world.[3]

Clearly, policies differ across countries, and those differences clearly do matter for all sorts of purposes. The focus here, however, is on the broad *structure* of 'mutual obligation' arguments for work-for-the-dole policies, wherever and in whatever particular form they are deployed. The point of discussing structural alternatives is to dispel the illusion that (in the famous Thatcherite slogan) 'there is no alternative' – the illusion that anyone who values 'mutuality' and 'reciprocity' must automatically endorse workfare policies, as here represented by the Howard government's 'Mutual Obligation Initiative'.

Briefly, the 'Mutual Obligation Initiative' renders the Australian government's obligation to pay benefits to people in need conditional on those people having recently spent a certain amount of time in labour of specified sorts. More fully, the 'Mutual Obligation Initiative' applies to two unemployment benefits (Youth Allowance and Newstart), both of which are means-tested benefits paid only to those determined to be in financial need of such assistance. The policy applies to long-term recipients who have been on benefits for more than 6 months (12 months, for recipients aged 25 or more). The 'Mutual Obligation' requirement is for them, over a 26-week 'compliance period', to spend a prescribed amount of time (the precise amount depends on which activity is chosen) in certain specified forms of paid, unpaid, caring labour or working at educational, military or conservationist tasks (FaCS, 2002).

There is, of course, a raft of policy detail, with exceptions, exemptions and alternatives of various sorts.[4] But those details are relegated to a footnote, since the emphasis here is on the basic structure of the policy. The key structural features of the 'Mutual Obligation Initiative' are these:

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

- Government payments to those in need are *conditional* (rather than unconditional).
- Payments are conditional on claimants having devoted *labour time* to the activities specified in the policy (rather than contributing to society in any other ways).
- Finally, payments are conditional on that contribution having been made in the *same time frame* (rather than long before or after receiving benefits).

That is a familiar structure, absolutely characteristic of exchange relations in the labour market. There, your employer's obligation to pay you today is entirely conditional on you having put in the requisite hours on the activities specified in your employment contract during the last pay period. Market pay is a *quid pro quo* for market work; and the *quids* are paid only after (but soon after) receipt of the *quos*.

ALTERNATIVE STRUCTURES OF MUTUALITY

It is no accident that the structure of the 'Mutual Obligation Initiative' should mimic that of the labour market itself. After all, that Initiative was frankly designed as an employment-oriented, welfare-to-work policy intervention. That is not the only way of structuring relationships of reciprocity and mutuality, however.

Let us next consider some alternative possible ways of organising mutuality and reciprocity along those three dimensions of conditionality, temporality and currency. Along each of those three dimensions, there are alternative ways of structuring mutuality and reciprocity. Furthermore, each of those alternatives can be combined with virtually any of the others, along each of the other two dimensions.

To emphasise these mixing-and-matching possibilities, the alternatives along the first (conditionality) dimension are labelled 'Models 1, 2 and 3', along the second (temporality) dimension 'Models A, B and C', along the third (currency) dimension 'Models i, ii, iii, iv and v'. The point is precisely that we can, indeed must, choose one from each category.

The version of mutual obligation embodied in workfare, as represented by the Howard government's 'Mutual Obligation Initiative', constitutes one particular combination among that suite of possibilities: Model 3.A.iv (or perhaps iii). But that is only one of the forty-five – three by three by five – different ways of locating mutual obligation in this three-dimensional matrix. Far from there being 'no alternatives', there actually are a great many to that particular way of structuring mutual obligations and fair reciprocity.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

Conditionality

The first dimension is the 'conditionality' of mutual obligations. In workfare as represented by the Howard government's 'Mutual Obligation Initiative', the obligations of each party are strictly conditional on those of the other. But that is hardly the only way of organising obligations that are genuinely 'mutual' among the parties concerned.

Consider these three different forms that the contingency of 'mutual obligations' might take:

Model 1: Mutual but independent obligations. Here obligations are 'mutual', in the sense that each has obligations towards the other. That is to say, agent *X* has obligations towards agent *Y*, and agent *Y* has obligations towards agent *X*, for every *X* and *Y* in society. But those obligations are strictly 'independent' of one another. That is to say, *X* having an obligation towards *Y* forms no part of the reason that *Y* has an obligation towards *X*.

Model 2: Mutually dependent but unconditional obligations. Here obligations are not only 'mutual', in the same sense as above: they are also 'mutually dependent' upon one another. That is to say, agent *X* has an obligation towards *Y* (at least in part) *because* Y has obligations towards X, and vice versa. But *X*'s duty to discharge his or her obligations towards *Y* are 'not conditional' on *Y*'s discharging his or hers towards *X*, or vice versa. That is to say, if *X* does not discharge his or her obligations towards *Y*, *Y* is not thereby relieved of his or her obligations towards *X*; and vice versa.

Model 3: Mutually conditional obligations. Here obligations are 'mutual', once again in the sense that *X* has obligations towards *Y* and *Y* obligations towards *X*. Furthermore, those obligations are strictly 'conditional' upon one another, in the sense that each is obliged to discharge his obligations if and only if the other discharges his or hers. That is to say, if *X* fails to discharge his or her obligations towards *Y*, then *Y* is relieved of any obligation towards *X*; and vice versa.

All of these models embody mutual obligations. Mutuality requires merely that, for every agent *X* and *Y* in a society, *X* has an obligation towards *Y* and *Y* has an obligation towards *X*. Mutuality, in other words, merely requires that no one has obligations towards anyone who does not have obligations towards him or her.

'Reciprocity', which has to this point been used interchangeably with 'mutuality', might seem to require a little more. Reciprocity might seem to require that obligations not merely *happen* to be mutual, but also that

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

that mutuality form part of the *reason* that each has those obligations. Reciprocity would thus seem to require something like Model 2's 'mutually dependent obligations'. Model 3 would satisfy the requirements of reciprocity too, of course. But the requirements of reciprocity in no way *drive* us to that more extreme model of 'mutually conditional obligations' – which is, of course, the form embodied in 'work for the dole'-style requirements such as the Howard government's 'Mutual Obligation Initiative'.

Structurally, then, there *are* alternatives. The particular form of mutuality embodied in workfare, such as the Australian 'Mutual Obligation Initiative', is not the only form of mutuality that is structurally possible. If mutuality and reciprocity are indeed important to us, those values can be achieved perfectly well without resorting to such policies.

Furthermore, the Model 3 form embodied in workfare is not even the most standard way of structuring mutuality writ large. Certainly it mimics ordinary commercial contracts, where one party's breach cancels the contract for both. But consider the standard story told about 'social contract'. That clearly embodies mutuality of at least the Model 2 sort: each of us is bound by the same laws, and the reason each of is bound is (in part) that everyone else is similarly bound. Once agreed laws are in place, however, my obligation to abide by those laws is *not* conditional upon your obeying. Your robbing my house does not relieve me of my obligation, under those laws, not to rob yours. Thus, the standard social contract story is clearly an instance of Model 2, *not* Model 3.

In our social thinking more generally, it is simply not the case that we are excused from our duties by other people's failing to do theirs – not, anyway, so far as meeting their basic needs is concerned. Consider the most dramatic cases of default: convicted felons. *Ex hypothesi,* it has been proven to our collective satisfaction that they have failed to discharge some of their most important obligations towards the rest of us. We may think it proper to incarcerate them, in consequence. We may even think it proper to deny them voting rights, perhaps forever. But default though they may definitely have done on their social obligations towards us, we still think that we (through our state) are nonetheless under an obligation to feed them while they remain our prisoners.

Temporality

A second dimension concerns the 'temporality' of mutual obligations. In workfare as represented by the Howard government's 'Mutual Obligation Initiative', the obligations are seen as being discharged roughly simultaneously. The government is envisaged as being under an obligation to pay

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

unemployment benefits if, but only if, the unemployed have recently worked some other approved activity.

Again, however, that is hardly the only way of organising obligations that are genuinely 'mutual' among the parties concerned. Let us distinguish three different temporal forms that 'mutual obligations' might take:

Model A: Synchronous mutual obligations. Here obligations are 'mutual', in the same sense as before: *X* has obligations towards *Y*, and *Y* has obligations towards *X*. Furthermore, they are supposed to be discharged at essentially the *same time* as one another.

Model B: Diachronic mutual obligations. Here obligations are 'mutual', in the same sense as before. But one of the agents (*X*) is supposed to discharge his or her obligations before the other (*Y*) is supposed to discharge his or hers. *X*'s mutual obligation might thus be said to be 'pre-paid', and *Y*'s 'deferred'.

Model C: Contingent mutual obligations. Here obligations are mutual but 'contingent'. That is to say, *X* has obligations towards *Y* in the presence of condition C_1, and Y has obligations towards X in the presence of condition C_2 (which may or may not be identical to C_1).

Model A clearly represents the structure of temporality embodied in the workfare, as in the Howard government's 'Mutual Obligation Initiative'. Under that policy, the government's obligation to pay unemployment benefits is made conditional upon the unemployed person having engaged in approved activities in the present or relatively recent past.[5]

The immediate payback structure of Model A, however, is not the only way of structuring fair reciprocity. Think back to the old social contract story, once again. The central problem that Hobbes faced was precisely that simultaneous discharge was not always possible. Sometimes you have to do your part first, and trust others to do theirs later; and the challenge for Hobbes (1651: ch. 13) was to figure out some way to make it in their interest to do their part, once they have already got everything they want from you. The standard social contract story, in other words, is a Model B story of 'diachronic mutual obligation'. One side performs first, the other later. But as long as both perform when their time comes, mutuality and reciprocity have clearly been preserved.

Model C's 'contingent mutual obligations' are sometimes substantially like that, as well. Let us distinguish here between contingencies which are (virtually) certain to occur to each person, sooner or later, and ones which are not. Imagine an arrangement between two neighbours to give

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

each other a ride to work whenever the other's car was in the shop for repairs. Assuming both cars require repair from time to time, each would end up driving and being driven in turn. Mutuality is thus assured, even though not simultaneously or even within some pre-set period.

Consider next the case of contingencies which are far less certain. Imagine here an arrangement between a group of neighbours to help rebuild one another's barn, should it burn down. Presumably that is a relatively rare event. In a community numbering a hundred households, it might happen only to one or two. So it is not true in the case of barn-raising, as it was in the case of car-pooling, that everyone could expect eventually to have been on both the giving and receiving ends of the relationship. Most people could expect to provide help at some time or another, without ever receiving help in turn.

That might make it seem as if the help that most people provide to burned-out neighbours goes unreciprocated. Still, arrangements like that are taken to be absolutely paradigmatic cases of 'mutual aid' in the large sociological and anthropological literature on the subject, from Kropotkin (1913) on. And upon reflection, it seems right that they should. We just have to specify more precisely what is being reciprocated, here. It is not the 'help' as such, but rather the contingent promise to 'help, if needed'. Everybody receives that same promise. It is just that some people suffer the contingency and need to call upon the promise, while others do not.

This is the sense in which 'mutual insurance' is 'mutual'. Each of us pool our risks, agreeing to pay some specified sum to anyone among us who has suffered the contingency against which we have agreed to insure one another. This is the sense in which 'mutual defence pacts' are mutual. Each of us agrees to defend the other, if attacked. In both cases, the mutuality of the guarantee is no less real for its being rarely actually called upon.

In the dimension of 'temporality' just as in that of 'conditionality', then, the particular form of mutuality embodied in workfare, such as the Howard government's 'Mutual Obligation Initiative', is only one among several possible alternatives. Social obligations can be – and standardly are – mutual without being discharged simultaneously.

Currency

A third dimension concerns the 'currency' in which people repay their mutual obligations. Reciprocity requires repayment of some sort or another. But there are many different standards of what counts as adequate repayment that might be employed.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

Let us distinguish five different currencies in which 'mutual obligations' might operate:

Model i: Obligations to reciprocate with some good. Here *X* is under an obligation to give something to *Y* if *Y* has given something to *X*.

Model ii: Obligations to reciprocate with the same goods. Here *X* is under an obligation to give to *Y* something that is *identical* to that which *Y* gave to *X*.[6]

Model iii: Obligations to reciprocate with goods that are objectively equally good. Here *X* is under an obligation to give to *Y* something that is *objectively* equally good as (but not necessarily identical to) that which *Y* gave to *X*.

Model iv: Obligations to reciprocate with goods that are equally good from the recipient's subjective perspective. Here *X* is under an obligation to give to *Y* something that *Y regards* as equally good to (but not necessarily identical with) that which *Y* gave to *X*.

Model v: Obligations to reciprocate with goods that are equally good from the donor's subjective perspective. Here *X* is under an obligation to give to *Y* something that *X regards* as equally good to (but not necessarily identical with) that which *Y* gave to *X*.

Model i represents the classic form of reciprocity. That is the form of reciprocity made famous by anthropological studies of the kula ring among the Trobriand Islanders.[7] It is the reciprocity of our own present-giving at Christmas. It is the reciprocity of friends doing favours for one another. You give one thing, and you get another, without any thought of strict equivalence. Even if one supposes all these things 'even out' over time, it is clearly contrary to the spirit of the occasion to think in any fine-grained way, at the time the reciprocation occurs, whether you are 'getting as good as you gave'.

A second familiar form of reciprocity is just the opposite: returning like for like, as in Model ii. That is what you do when you give back something you borrowed; when you give a lift to someone who has given you a lift; when you help to rebuild the burned-out barn of the neighbour who helped rebuild your barn after it burned. All of those forms of reciprocity seem in some sense to involve doing the very same thing for the other that the other has done for you, or giving back to the other the very same thing the other gave to you.

Other forms of reciprocity lie in between those two polar cases. They involve more than giving a return gift of any old sort, and less than giving back exactly the same thing. They involve giving back something that is, in some sense, 'equally good' even if it is not exactly the same thing.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

There are several ways of interpreting 'equally good', here. One is in terms of 'objective value', as in Model iii. But since the demise of the medieval doctrine of the Just Price, few commentators have felt altogether comfortable structuring reciprocity around repayment in terms of some externally fixed, 'objectively equivalent' commodities (Schumpeter, 1954: ch. 2). Nowadays most value theorists (in economics, anyway) tend (officially, anyway) to be subjectivists of one sort or another. The last two models differ according to whose subjective assessment is supposed to rule in regimes of reciprocity, the recipient's (Model iv) or the donor's (Model v).

In terms of this third 'currency' dimension, then, which form of reciprocity is actually supposed to be embodied in workfare, as represented by the Howard government's 'Mutual Obligation Initiative'? What the government gives is cash, and the unemployed reciprocate with their labour time. Since it is clearly not the 'same' thing on both sides, it is clearly not a case of Model ii. Neither is it an instance of Model i: it would not be satisfactory, among advocates of workfare, for the unemployed to reciprocate with just any old thing. The rhetoric of workfare and mutual obligation insists that the unemployed repay their dole payments with some very specific thing: labour time, spent in one of the prescribed activities.

That is supposed to be a 'fair return', presumably, because the dole and the labour time devoted to those activities are supposed to be 'equally good' in some sense or another. Maybe, harking back to the Middle Ages, advocates of workfare want to claim they are 'equally good' in some objective sense (Model iii). Or maybe, and surely more likely, the claim is merely that they are 'equally good' in the subjective perception of the donor, the state and the larger community in whose name it purports to act (Model iv).

Note well, however, that there can be no credible claim that the goods in question are 'equally good' in the subjective perceptions of the recipients (Model v). The Howard government's 'Mutual Obligation Initiative', like workfare more generally, offers unemployment benefits to people on a 'take it or leave it basis'. In Australia, such assistance is offered on a means-tested basis, and the means-test itself serves to ensure that claimants have no other way to meet their basic needs. Hence the unemployed have no choice but to accept the offer on whatever terms it is made, whether or not they think it is a 'good', 'fair' or even 'remotely reasonable' offer. It is a 'contract concluded under duress', in that sense (Goodin, 2001a).

Contrast this with what happens in ordinary labour markets, at least in their idealised form. Under the ideal market conditions postulated by

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

neoclassical economists, value is supposed to equilibrate at the margin. The value of the last hour that each worker devotes to paid labour is supposed to equal exactly, in the subjective evaluation of that worker, the value of the wage received in exchange for that last hour's labour. That, of course, would be an instance of Model v. Despite trying to mimic the labour market, then, the 'Mutual Obligation Initiative's' workfare departs importantly from it in this most fundamental of respects.

Once again, we see that the way of structuring reciprocity as represented by workfare, and the 'Mutual Obligation Initiative', in particular, is neither the only nor even the most standard. There are many different currencies of reciprocity at work in ordinary social life. Sometimes reciprocity involves merely returning something, almost anything. Other times it involves the return of the same things. Still other times, it involves the return of as good as you think you got. Returning as good as they think they gave – which is the way workfare and the 'Mutual Obligation Initiative' structure the currency of reciprocity – represents a distinctly curious and uncommon form.

MUTUALITY IN SOCIAL WELFARE

Many of the most standard ordinary social welfare programmes assume some other form of mutuality than that embodied in workfare. That is conspicuously true, ironically enough, even of the social welfare programmes which most explicitly aspire to mimic and piggyback on the labour market: contributory social insurance schemes lying at the core of Titmuss' (1974: ch. 2) dubs the *'Industrial Achievement* Model'.

'Contributory social insurance' schemes constitute the core of ordinary welfare-state protections against old age, work injury, sickness and unemployment across the OECD world (Barr, 1987: chs. 8–9; US SSA, 1999). Under such schemes, your welfare entitlements are indeed conditional on ('vested' by) a suitable history of 'contributions' extracted in effect though a payroll tax on both employers and employees. But while these schemes thus embody Model 3-style 'conditional mutual obligations', both the currency and temporality differ from those involved in the 'Mutual Obligation Initiative's' form of workfare.

In terms of currencies, contributory social insurance is a case of Model i. Your benefits, at the end of the day, come in the form of cash; and your contributions also were in the form of cash (albeit cash earned through paid labour: but it is the cash, not the labour time, that gets paid into the Social Insurance fund). Workfare, in contrast, demands labour time in exchange for cash unemployment benefits, thus making it an instance of Model ii.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

The structure of temporality differs as well. In contributory social insurance, benefits are indeed conditional on a proper contributory history. But those contributions might have been made long in the past. Contributory old-age pensions, for example, are typically a function just of the number of years' (or quarters' or whatever) contributions, regardless of when they were made.

There are other ways of temporally decoupling reciprocal obligations of welfare recipients and their paymasters. Recall for example the 'graduate tax' (in Australia, HECS) as a way of funding higher education. The government grant is in the form of a loan; and the loan is conditional on a promise to repay, typically at a rate and a time conditional on one's subsequent earnings. The obligations under such schemes are thus clearly mutual. But the structure of such schemes clearly differs yet again from that of workfare, as in the Howard government's 'Mutual Obligation Initiative'. The conditionality is still there: government gives you the loan, conditional on your promise to repay. But the repayment is in cash and on a deferred basis, rather than involving labour time in the current time frame.[8]

HELPING *VERSUS* HUMBLING

The main aim of this article has been simply to block any easy slide from the moral intuition that 'fair reciprocity' is morally desirable to the conclusion that we therefore must endorse workfare, as represented by the Howard government's 'Mutual Obligation Initiative'. There are, it has been shown, many ways of structuring mutuality other than that, even in the narrowly social-welfare sector of society. In closing, let us consider what might be desirable about those other structures and what might be perverse about workfare in general and the Howard government's 'Mutual Obligation Initiative' in particular.

Other ways of structuring mutual obligations in the social welfare sector are desirable, simply because they constitute a more appropriate response to the circumstances giving rise to the need for public assistance. People claim public assistance because something has happened to make it hard – perhaps impossible – for them to continue as they had been doing before without it. There have always been various anticipatable contingencies of that sort – some connected with particular stages of the lifecycle (childhood, childbearing, old age), others connected with particular hazards of modern life (sickness, unemployment, workplace accidents, divorce) (Rowntree, 1901; Duncan *et al.*, 1984; Beck, 1992). Recognising interdependent 'contingent (Model C) mutual obligations' towards one another, to be discharged as and when those contingencies occur, is an obvious and apt response.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

The standard manifestation of mutualism in social security is mutual insurance, or (more generically still) mutual aid among members of cooperating groups. Those are arrangements whereby each comes to the aid of the other, when needed. The strong help the weak, in anticipation that they might (or will) someday be weak and need help in turn.

The 'synchronous (Model A) mutual obligations' built into workfare in general, and the Howard government's 'Mutual Obligation Initiative', in particular, does just the opposite. That demands repayment from the weak, when they are weak.[9]

That, too, is a familiar enough structure of mutuality. It is the form of reciprocity favoured by loan sharks. It was the mechanism used to ensure the 'debt peonage' of newly freed slaves in the American South.[10] It was the structure employed in potlatch ceremonies to reinforce social hierarchies among Native Americans of the Pacific Northwest.[11] Central to all those cases is a demand for immediate matching payment or repayment from someone who is obviously not, just now, in any position to match or repay.

In such circumstances of asymmetric resources, to insist upon strict and immediate reciprocity has the effect of reinforcing relations of social subordination. To adapt Rousseau's famous phrase, it transforms one-off might into on-going right. That is a strategic deployment of demands for reciprocity. It works by catching people when they are weak; and, by requiring them to repay immediately when they are hardly able to do so, it keeps them that way.

Certainly there are distinctions to be made between different sorts of workfare policies. 'Good workfare' genuinely tries to help people out of their predicament, putting them into genuine jobs with genuine prospects.[12] 'Bad workfare' aims merely at humiliating and harassing the subordinate classes until they finally accept their inferior social status and drop (or are dropped) off the welfare rolls. Unemployment benefits always have been denied if claimants refuse to stay in work, to accept work or to look for work (King, 1995). But there is considerable cross-national variation in the extent to which claimants' unemployment benefits are reduced or refused for reasons of 'administrative infractions', beyond that. Taking those sorts of sanctions for evidence of 'bureaucratic disentitlement' (Lipsky, 1984), in distinguishing 'good' from 'bad workfare', the US and Australia look 'bad' whereas Scandinavia looks relatively 'good'.[13]

The basic structural features upon which this article has concentrated are common across all workfare schemes, however, regardless of their motivation or implementation. The bottom line, in those terms, is simply

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

that a strong commitment to fundamental principles of 'fair reciprocity' does not automatically commit us to workfare of any sort. There are many alternative ways of structuring mutuality and fair reciprocity in social welfare policy. Workfare is only one. Looking at social welfare policies as practised, it is not the most common; looking at the purposes of those policies, it is probably not the most desirable.

NOTES

1 On 'fair reciprocity', see especially Rawls (1958: 178; 1971: 111–14, 342–50; cf. Hart, 1955: 185; Ewing, 1953: 26; Broad, 1916: 390; Gutmann and Thompson, 1996: ch. 2); the Golden Rule of course is just one variation on those themes (Etzioni, 1996).

2 Clinton, 1996; US Congress, 1996; OECD, 1997; Protonnier, 1998: I, 180–1; UK DSS, 1998; UK Parliament, 1999. For discussions, see: Goodin, 1998a,b, 2001a; Hughes and Little, 1999; Hyde *et al.*, 1999; Blank, 2000; Rosanvallon, 2000; Weaver, 2000.

3 It is also one of the oldest, in so far as it is an extension to the general population of policies that have applied to many Indigenous Australians under Community Development Employment Projects (CDEP) since 1977. As of 2000, there were nearly 300 CDEPs with some 30,000 participants who 'already meet ... [their] mutual obligations ...' (McClure, 2000: 42). A significant difference is that CDEPs themselves actually employ people (Rowse, 2002; Pearson, 2000).

4 Recipients can be exempted if ill or pregnant or bereaved; if in full-time education or on jury duty; if living in an area where there is no suitable activity available within a 90 minute commute (or if the only available activity would be voluntary work or the Defence Force Reserves). Recipients can meet mutual obligation requirements through: part-time paid employment (at least 128 hours over a 26-week period) or voluntary work (200 hours for recipients aged 18–20 or 240 hours for those 21 and over, in a 26-week period); education or training (minimum of 6 hours contact per week for 16 weeks); any combination of part-time paid employment, voluntary work and/or education and training (for at least 200 hours for people aged 18–20, 240 hours for those aged 21 and over, in a 26-week period); relocation to an area of better job prospects (followed by 14 weeks intensive job search); participation in the Literacy and Numeracy training programme (6 to 15 hours per week, up to maximum of 400 hours); various specific training programmes; work for the Dole for the length of the project ('generally 6 months') or Green Corps or Defence Force Reserve Service. See FaCS, 2002.

5 Approved activities must have been performed *within* the last 26 weeks ago. In that sense, the 26-week compliance period is less like a 'pay period' than the expiry date on a cheque ('not valid unless cashed within 26 weeks of the date of issue'), which is indeed naturally described as a case of the cheque being valid only if 'recently issued'.

6 Or, more precisely, 'identical in relevant respects' or 'of the same kind', where (if Model ii is to remain distinct from the last three) that is construed in some ways other than the things being subjectively or objectively 'equally good'.

7 They explicitly were *not* supposed to think at all in terms of the 'value' of the shells and pots circulating, one in one direction the other in the other, around the ring of islands (Mauss, 1925).

8 Another proposal in the same spirit was that of Peter Baldwin (1995), then Commonwealth minister for social security, to give social security recipients a 'loan' against their future social security entitlements, as a way of helping them to generate a chunk of capital for approved self-help projects.

9 What workfare demands from the unemployed is a resource they (generally) have in abundance: free time (Jahoda, 1982). But merely 'serving their time' is no more thought to discharge the 'debts to society' of the unemployed than of incarcerated criminals, among those who tend to see 'debts to society' here (McDermott, 2002). Glen Lowry (1998: 47), for example, comments that 'workfare ... is not really a quid-pro-quo matter at all. Recipients will not be "giving" very much in return for the benefits they receive. The transaction is "balanced" only

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

in the sense that the recipients are seen to be making an effort. But they may be adding very little net value, once all the costs of their support are taken into account…'

10 The structure of merchandising in the Reconstruction South was such as to force sharecroppers to make all their purchases from the local store at inflated prices, on credit (since newly freed slaves were given no financial capital upon emancipation). This year's crop was typically just sufficient to cover last year's debt. See Ransom and Sutch, 1977: 8.

11 The potlatch involved conspicuous consumption (feasting, canoe-burning, etc.), which was expected to be reciprocated. If you could not afford to burn as many canoes as your neighbour, your neighbour's social superiority was thereby established (Mauss, 1925: 35).

12 See, e.g., Haveman, 1996; Keating, 1996; Blank, 2000; McClure, 2000; Pearson, 2000.

13 In the US, the rate of sanctioning for 'other administrative infractions' is 22 per cent, and in Australia it is 11 per cent. That compares with only 2 to 3.5 per cent in Scandinavia (Denmark and Norway respectively). The UK falls in between, at just under 5 per cent) (Grubb, 2000: table 2, p. 158). Those Australian data are circa 1997/98, before the Howard government's 'Mutual Obligation Initiative'. Since then, the rate at which claimants are 'breached off' the unemployment benefits has more than doubled: up from 120,718 in 1997/98 to 302,494 in 1999/2000, according to a paper prepared within the Department of Family and Community Services' own Employment Strategy Section, Parenting Payment and Labour Market Branch (Moses and Sharples, 2000: 8–9). Breach rates tend to be even higher among Indigenous people under mutual-obligation style CDEP schemes (Sanders, 1999). Furthermore, fully a third of sanctions for ostensible 'breaches' of Mutual Obligation are overturned on appeal (Moses and Sharples, 2000: 9). By those standards, the Howard government's 'Mutual Obligation Initiative' looks like a good example of 'bad workfare'.

REFERENCES

Baldwin, P. (1995) *Beyond the Safety Net*, Canberra: Department of Social Security.

Barr, N. (1987) *The Economics of the Welfare State*, London: Weidenfeld & Nicholson.

Beck, U. (1992) *The Risk Society*, trans. M. Ritter, London: Sage.

Blank, R. M. (2000) 'Fighting poverty: lessons from recent U.S. history', *Journal of Economic Perspectives*, 14: 2, 3–19.

Blaug, M. (1963) 'The myth of the old poor law and the making of the new', *Journal of Economic History*, 23: 2, 151–84.

Broad, C. D. (1916) 'On the function of false hypotheses in ethics', *International Journal of Ethics* (now *Ethics*), 26: 4, 377–97.

Clinton, W. J. (1996) 'Statement by President William J. Clinton upon signing H.R. 3734', *US Code, Congressional & Administrative News*, 104th Congress – Second Session, 5, 2891–3.

Duncan, G. J. *et al.* (1984) *Years of Poverty, Years of Plenty*, Ann Arbor: Survey Research Center, Institute for Social Research, University of Michigan.

Etzioni, A. (1993) *The Spirit of Community*, New York: Crown Books.

Etzioni, A. (1996) *The New Golden Rule*, New York: Basic Books.

Etzioni, A., Glendon, M. A., Galston, W. *et al.* (1991) 'The Responsive Communitarian platform: rights *and* responsibilities', *The Responsive Community*, 2, 4–20. Reprinted in Etzioni 1993: 251–67.

Ewing, A. C. (1953) 'Suppose everyone acted like me', *Philosophy*, 28: 1, 16–29.

FaCS (Department of Family and Community Services, Commonwealth of Australia) (2002), 'The mutual obligation initiative', Section 3.2.8.20 of *Guide to Social Security*, http://www.facs.gov.au/guide/ssguide/32820.htm; accessed 11 Jan. 2002.

Galston, W. A. (2000) 'What about reciprocity?' *Boston Review*, 25: 5, 9.

Goodin, R. E. (1998a) 'More than anyone bargained for: beyond the welfare contract', *Ethics & International Affairs*, 12, 141–58.

Goodin, R. E. (1998b) 'Social welfare as a collective social responsibility', in David Schmidtz and Robert E. Goodin, *Social Welfare and Individual Responsibility*, New York: Cambridge University Press.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

Goodin, R. E. (2001a) 'False principles of welfare reform', *Australian Journal of Social Issues*, 36: 3, 189–206.
Goodin, R. E. (2001b) 'Work and welfare: towards a post-productivist welfare state', *British Journal of Political Science*, 31: 1, 13–40.
Gouldner, A. W. (1960) 'The norm of reciprocity', *American Sociological Review*, 25: 2, 161–78.
Grubb, D. (2000) 'Eligibility criteria for unemployment benefits', *OECD Economic Studies*, 31: 1, 147–84.
Gutmann, A. and D. Thompson (1996) *Democracy and Disagreement*, Cambridge, MA: Harvard University Press.
Hardin, R. (1999) *Liberalism, Constitutionalism and Democracy*, New York: Oxford University Press.
Hart, H. L. A. (1955) 'Are there any natural rights?' *Philosophical Review*, 64: 3, 175–91.
Haveman, R. (1996) 'Reducing poverty while increasing employment: a primer on alternative strategies, and a blueprint', OECD Economic Studies, 26: 1, 7–42.
Hobbes, T. (1651) *Leviathan*, London: Andrew Crooke.
Hohfeld, W. N. (1923) *Fundamental Legal Conceptions as Applied in Judicial Reasoning*, New Haven, CT: Yale University Press.
Hughes, G. and A. Little (1999) 'The contradictions of New Labour's communitarianism', *Imprints*, 4: 1, 37–62.
Hyde, M. J. Dixon and M. Joyner (1999) '"Work for those that can, security for those that cannot": the United Kingdom's new social security reform agenda', *International Social Security Review*, 52: 4, 69–86.
Jahoda, M. (1982) *Employment and Unemployment*, Cambridge University Press.
Keating, P. J. (1994) *Working Nation: Policies and Programs*, Canberra: Australian Government Publishing Service.
King, D. S. (1995) *Actively Seeking Work? The Politics of Unemployment and Welfare Policy in the United States and Great Britain*, Chicago: University of Chicago Press.
Kropotkin, P. (1913) *Mutual Aid*, Boston: Extending Horizons.
Lipsky, M. (1984) 'Bureaucratic disentitlement in social welfare programs', *Social Service Review*, 58: 1, 3–27.
Locke, J. (1690) (1993) *First Treatise of Government*, in *Two Treatises of Government*, ed. M. Goldie, London: Everyman/Dent.
Lowry, G. C. (1998) 'Comment', *Work & Welfare*, ed. A. Gutmann, Princeton: Princeton University Press, 45–54.
Marshall, T. H. (1949) (1963) 'Citizenship and social class', reprinted in Marshall, *Class, Citizenship and Social Development*, Chicago: University of Chicago Press.
Mauss, M. (1925) (1966) *The Gift: Forms and Functions of Exchange in Archaic Societies*, trans. I. Cunnison, London: Cohen & West.
McClure, P., chair (2000) *Participation Support for a More Equitable Society*, Final Report of the Reference Group on Welfare Reform, Canberra: Department of Family & Community Services; http://www.facs.gov.au/internet/facsinternet.nsf/b919d06b2c7d99e3ca256807001393b2/3b7ccdffed93464eca256938000607f8/$FILE/welfare_reform_final.pdf; accessed 11 Jan. 2002.
McDermott, D. (2002) 'Debts to society', *Journal of Political Philosophy*, 10: 3, forthcoming.
Mead, L. M. (1986) *Beyond Entitlement: The Social Obligations of Citizenship*, New York: Free Press.
Mead, L. M. (1997a) 'Citizenship and social policy: T. H. Marshall and poverty', *Social Philosophy & Policy*, 14: , 197–230.
Mead, L. M., ed. (1997b) *The New Paternalism: Supervisory Approaches to Poverty*, Washington, DC: Brookings Institution.
Moses, J. and Sharples, I. (2000) 'Breaching – history, trends and issues', Paper presented to 7th National Conference on Unemployment, Sydney: University of Western Sydney, 30 Nov.–1 Dec. 2000.
Organisation for Economic Co-operation and Development (OECD) (1997), *Making Work Pay: Taxation, Benefits, Employment and Unemployment*, OECD, Paris.
Pearson, N. (2000) *Our Right to Take Responsibility*, Cairns, Qld: Noel Pearson & Associates.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press

Protonnier, J.-C. (1998) *Glossaire Bilingue de la Protection Sociale*, Paris: MIRE.
Ransom, R. L., and Sutch, R. (1977) *One Kind of Freedom: The Economic Consequences of Emancipation*, Cambridge: Cambridge University Press.
Rawls, J. (1958) 'Justice as fairness', *Philosophical Review*, 67: 3, 164–94.
Rawls, J. (1971) *A Theory of Justice*, Cambridge, MA: Harvard University Press.
Rosanvallon, P. (2000) *The New Social Question: Rethinking the Welfare State*, trans. B. Harshav, Princeton: Princeton University Press.
Rowntree, B. S. (1901) *Poverty: A Study of Town Life*, 2nd edn, London: Macmillan.
Rowse, T. (2000) 'Political dimensions of community development', Paper presented to conference on 'The Indigenous Welfare Economy and the CDEP Scheme', Canberra: Centre for Aboriginal Economic Policy Research, Australian National University, Nov.; http://www.anu.edu.au/caepr/iwepapers/Rowse.pdf (accessed 14 Jan. 2002).
Sanders, W. G. (1999) *Unemployment Payments, the Activity Test and Indigenous Australians: Understanding Breach Rates*, Research Monograph No. 15, Canberra: Centre for Aboriginal Economic Policy Research, Australian National University.
Schumpeter, J. A. (1954) (1994) *History of Economic Analysis*, ed. E. B. Schumpeter, London: Routledge.
Titmuss, R. M. (1974) *Social Policy*, London: Allen & Unwin.
UK DSS (UK Department of Social Security) (1998) *New Ambitions for Our Country: A New Contract for Welfare*, Cm 3805, London: HMSO.
UK Parliament (1999) 'Welfare Reform and Pensions Act of 1999', *Acts of the UK Parliament 1999*, c. 30; http://www.legislation.hmso.gov.uk/acts/acts1999/19990030.htm; accessed 11 Jan 2002.
US Congress (1996) 'Personal Responsibility And Work Opportunity Reconciliation Act of 1996 [Welfare Reform Act of 1996]', PL 104–193 [HR 3734], 22 Aug. 1996, 100 Stat 2105; http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=104_cong_public_laws&docid=f:publ193.104.pdf; accessed 11 Jan. 2002.
US House of Representatives (1996) 'House Report No. 104–651, Personal Responsibility and Work Opportunity Reconciliation Act of 1996', *United States Code, Congressional and Administrative News*, 104th Congress – Second Session, 5, 2183–648.
US SSA (US Social Security Administration) (1999) *Social Security Throughout the World*, www.ssa.gov/statistics/ssptw/index.html; accessed 17 January 2001.
Waldron, J. (1986) 'Welfare and the images of charity', *Philosophical Quarterly*, 36: 4, 463–82.
Weaver, R. K. (2000) *Ending Welfare as We Know It*, Washington, DC: Brookings Institution.
White, S. (2000) 'Social rights and the social contract – political theory and the new welfare politics', *British Journal of Political Science*, 30: 4, 507–32.
Widerquist, K. (1999) 'Reciprocity and the guaranteed income', *Politics & Society*, 27: 4, 387–402.

https://doi.org/10.1017/S004727940200675X Published online by Cambridge University Press