JOINT PROBLEM SOLVING IN NEGOTIATION
AS A SMALL GROUP PROCESS

by

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A thesis submitted in conformity with the requirements
for the degree of Master of Arts
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ABSTRACT

This paper deals with joint problem solving as a negotiation technique. The thesis is that in order to take advantage of the joint problem solving approach it is a necessary condition that the parties to a negotiation are able to act as a small group in respect of the dispute they are trying to resolve. This thesis reviews the dispute resolution literature using small group theory as a framework of analysis. The framework has three perspectives: the individual traits of a group; the group as a whole; and, evidence of group development. Support is found for all three. The paper concludes with illustrations of theoretical and practical applications of the thesis: a more precise theoretical description of joint problem solving in a negotiation setting, including: a consequential limiting of its scope of application; assessing potential for it; and managing the process.
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Introduction

This paper looks at one aspect of the field of negotiation, joint problem solving, from the perspective of small group theory. It is common for negotiation theorists to recommend that the parties to a dispute seek a "win-win" or integrative solution to it, and often that advice contains the suggestion that the parties can achieve that result by using joint problem solving to resolve the dispute. It is this aspect – the use of joint problem solving in a negotiation setting – that is the focus of the application of small group theory. The thesis put forward here is this: If the parties to a negotiation are to reach a win-win result by the application of joint problem solving, they must be able to perform effectively as a small group with respect to the issue in dispute. This paper reviews the relevant literature and explores some of the implications of this thesis for the field of negotiation.

To state the thesis more precisely, being able to function as a small group is a necessary, but not sufficient, condition to joint problem solving in a negotiation setting. Being able to perform as a group does not ensure that the group has the skills and abilities necessary to problem solve in respect of the task confronting it. So, for example, a Boy Scout troop may have a history of performing well as a group, but if the troop gets lost in the woods due to a lack of skill in orienteering it may not be able to problem solve its way back to camp.

It is important to emphasize that the necessary condition asserted here is the ability to act or perform as a group, and not just being a group. The necessary condition encompasses being a group, but goes further and adds that the group must be able to perform as a group in respect of the issues involved in the dispute. Consider the case of an experienced management team of a division of a large business that has just convinced the organization to provide the division with
funding for a major new initiative. The management group of the division may have been working together effectively for years, and especially so on the new project for which funding was sought. However, it may not be able to act as unit to reach agreement on how the funds should be divided within the division amongst their respective constituencies or areas of responsibility. The divisional management team may still be a group, but in this regard a dysfunctional or ineffective one when it comes to being able to problem-solve the distribution of the funds.

In the negotiation field and in the field of assisted negotiation (mediation) the terminology employed is not consistent. Many terms are ostensibly used to refer to the concept of joint problem solving of a dispute; some of them are as follows: integrative bargaining, mutual gains bargaining, collaborative negotiation, principled negotiation, win-win negotiation, and collaborative problem solving. The terms do not always mean the same thing, and often they fail to distinguish between the desired outcome and the process used to reach that result. It is, for example, quite possible to achieve a result that is win-win without joint action on problem solving.

This thesis is not put forward here as novel one, but rather as a clear statement of a topic that has remained inarticulate and upon which there appears to be no consensus. There is almost no explicit reference to this thesis in the literature; however, one gets the impression that there are two opposite, but inarticulate views of it. On one side, those whose orientation is grounded in small group theory, principally the social psychologists, would seem to consider this thesis as a conservative statement of the obvious. For example, Hare (1984) readily, and perhaps too readily, considered that all the participants at the 1978 Camp David Summit constituted a group, and that Premier Begin and Presidents Sadat and Carter constituted the principal subgroup. On
the other side, are those whose grounding is in conflict theory and dispute resolution, and they would likely see this thesis as having gone too far. For example, Lewicki and Litterer (1985) in their text on negotiation suggest that good collaborative efforts by negotiators are akin to good group problem solving, but obviously not quite the same thing. This thesis seeks to make the proposition explicit, to review the relevant literature, and to consider the implications that flow from it. The principal benefit that would flow from the thesis is a bridge from the challenges faced in the field of negotiation to the knowledge base related to small groups. For example, one could apply small group theory to test whether, in the circumstances in which the parties to the dispute find themselves, there is any likelihood of the parties becoming a group, and if so, whether they might be able to jointly problem-solve their dispute. If not, they might want to use other approaches such as problem solving separately or by inviting the assistance of a mediator.

Some additional applications of the thesis are the following: the application of group development theory to facilitate mediations where the goal is to have the parties jointly problem solve their own differences; the training of negotiators and mediators in the use of small group theory; policy or program development and evaluation in matters that deal with the application of negotiation or mediation to encourage the use of joint problem solving by the parties; for example, an Ontario Government experiment in mandatory mediation of civil cases in the courts (see Adams, 1994; Macfarlane, 1995); and, clarification of the conditions under which it is reasonable to expect the parties to a negotiation or a mediation to employ joint problem solving.
Method

This thesis will be tested by a literature review. The review does not purport to canvass all of the literature in the fields of small group theory and negotiation for two reasons. First of all the literature involved is too great. As Rubin and Brown note (1975, p. 5) the negotiation literature is “massive,” and the number of studies is “extraordinary” (p.258). Shepherd notes (1964, p. 1) that in respect of small groups studies that from the 1950s until 1964 “1385 articles and books have been referenced.” In the second place, the issue addressed in this paper does not appear to have been addressed and analyzed directly in the literature of either field. The approach taken is to consult the mainstream literature in both fields.

There are three sections that precede the literature review. The first section provides some brief background on the subject of negotiation. It provides a definition of negotiation, a description of the main subcategories of negotiation as they pertain to the thesis, and brief reference to mediation. The next section provides some background on problem solving in a negotiation context, including an analysis of problem solving as an outcome versus problem solving as a cooperative process. The third section deals with the nature of a small group in terms of the analytical scheme that will be used to evaluate the dispute resolution literature under review. The analytical scheme is a three-fold test of whether parties engaging in joint problem solving in a negotiation context are in fact a small group and acting as such in relation to the dispute. The three parts of the test can be briefly described as follows: first, a list of seven key categories or perspectives used to describe a group; second, an assessment of whether the collection of individuals in question appear as a whole (as opposed to the individual traits that may exist) to be a small group, or merely “a number of individuals in a togetherness situation” (Sherif,
Harvey, White, Hood, & Sherif, 1961); and third, does the joint problem solving groups demonstrate the stages of group development.

The main body of the paper contains the review of the literature. It proceeds in three main parts that coincide with the three-part test referred to above: the individual traits, the entity as a whole, and evidence of stages of group development. A section entitled analysis and discussion follows the review, and it deals with the major themes found in the review and the potential applications of the thesis.
Negotiation

Definition

There is no precise or commonly accepted definition of negotiation, although it is common to find such terms as “agreements” or “resolutions” used in conjunctions with “differences,” “conflicts” or “disagreements” (Manwaring, 1999). For the purposes of this paper an exact definition is not critical, and the term dispute resolution, as used in the common expression “alternative dispute resolution,” will be sufficient. It is important, however, to focus on some different types of negotiation. In theoretical terms negotiation is often thought of as distributive or zero-sum situation, in which case whatever one party gains the other loses. On the other hand, it can be viewed as a value creating process, in which case there is the potential for both parties to gain as a result. Engaging in a joint or collaborative effort at solving the underlying problem confronting the parties to the dispute is one way for them to create such value. However, it is not the only way that a net gain be realized; for example, the parties can problem solve separately, or they can use a third party (often a mediator) to help them.

A purely distributive or zero-sum situation and a purely joint gain situation are theoretical constructs that are rarely if ever found in real life. Usually one finds both aspects present, as in our earlier example of the divisional management team that was able to create a net increase in available funding for their enterprise, and then had to confront the issue of its distribution. These are referred to as mixed-motive situations.
Distributive Bargaining

Walton and McKersie (1965) provide a conceptualization of two subprocesses of negotiation that are analytically clear and widely used: distributive and integrative bargaining. Subsequent analysts have used different terms to refer to the same concepts: Pruitt (1981) used the words contending and cooperating; Lax and Sebenius (1986) talked of value creation and value claiming (see also Fisher, Ury and Patton, 1991; and Lewicki and Litterer, 1985). Walton and McKersie (1965) define distributive bargaining as follows:

Distributive bargaining is a hypothetical construct referring to the complex system of activities instrumental to the attainment of one party’s goals when they are in basic conflict with those of the other party. It is the type of activity most familiar to students of negotiations; in fact, it is “bargaining” in the strict sense of the word. In social negotiations, the goal conflict can relate to several values; it can involve allocation of any resources, e.g., economic, power, or status symbols. What game theorists refer to as fixed-sum games are the situations we have in mind: one person’s gain is a loss to the other person. The specific points at which the negotiating objectives come in contact define the issues. Formally, an issue will refer to an area of common concern in which the objectives of the two parties are assumed to be in conflict. As such, it is the subject of distributive bargaining. (pp. 4-5)

Distributive bargaining is associated with the following tactics and behaviours: positional commitments that start high and are conceded slowly; concealing and misrepresenting one’s true interests; coercing, threatening and bluffing; and the imposition of time pressures (Pruitt, 1981; Wetlaufer, 1996).
Integrative Bargaining

Walton and McKersie (1965) define the term “Integrative Bargaining” as follows:

Integrative bargaining refers to the system of activities which is instrumental to the attainment of objectives which are not in fundamental conflict with those of the other party and which therefore can be integrated to some degree. Such objectives are said to define an area of common concern, a problem. Integrative bargaining and distributive bargaining are both joint decision-making processes. However, these are quite dissimilar and yet are rational responses to different situations. Integrative potential exists when the nature of a problem permits solutions which benefit both parties, or at least when the gains for one party do not represent equal sacrifices by the other. This is closely related to what game theorists call the varying-sum game. (p. 5)

Corry (2000) says that the process of mutually agreeing on the issues the parties face and then engaging in a collaborative analysis of the various solutions is commonly referred to by the following terms: issue-based bargaining, integrative bargaining, win-win bargaining, cooperative bargaining, and mutual gains bargaining, and a similar view is taken by Friedman and Shapiro (1995). Paquet, Gaétan, and Bergeron (2000) add concerted negotiation and collaborative bargaining to the list, and suggest that they are all variations on principled bargaining as defined by Fisher et al. (1991). Weiss (1996) adds mutual gains bargaining and best practice bargaining. Rose (2000) contributes collaborative law to the list. Some of the tactics and behaviours associated with integrative bargaining are the following: openness, honesty, trusting and being trustworthy (Wetlaufer, 1996); however, Fisher et al. would disagree on the issue of trust.

According to Pruitt and Lewis (1977) and Pruitt (1985), the following benefits flow from integrative bargaining:

1. Satisfaction of human needs and values has intrinsic ethical value.
2. Where aspirations are high, it reduces the likelihood that negotiators will fail, by making it possible to locate options that satisfy everybody's ultimate limits.

3. Speedier settlements because it often takes a lot of time to reach a compromise.

4. Reduces the risk or repudiation by the parties because integrative agreements are usually more satisfying to one or both parties.

5. Members of groups$^1$ that persistently achieve integrative agreements are likely to find their relationships mutually satisfying, and so their groups will be more cohesive.

6. Improved organizational effectiveness.

The impact of integrative bargaining is often illustrated by reference to stories created by Mary Parker Follet. Perhaps the most commonly used reference is the story of the two girls arguing over the last orange in the house. After a quarrel they split the orange and go their separate ways unaware of the integrative agreement that was possible because one wanted the orange peel to make zest for a cake and the other wished the pulp to make juice (Fisher et al., 1991). This example illustrates that what was initially perceived to be a purely distributive situation was in fact a purely integrative one; there was nothing left to form the basis of a distributional dispute. As the next part demonstrates, the notion of a purely integrative or distributive situation is an analytical construct that is rarely found in real life disputes.

**Mixed Motive Bargaining**

Pruitt and Carnevale (1993) describe the term mixed motive negotiation in the following terms:

Most negotiations take place in mixed-motive settings. A setting is said to involve 'mixed motives' if it evokes both competitive and cooperative motives in the parties involved (Schelling, 1960). . . . The mixed-motive nature of negotiations creates a dilemma for negotiators . . . The competitive motive encourages them to be contentious and try to
push the other party while defending themselves. But the cooperative motive encourages them to make concessions and engage in problem solving. As a result, they must forever face paradoxical questions, such as: Shall we hold firm or concede? Shall we commit ourselves not to move from our proposal, or try to devise a new proposal? Shall we protect ourselves by withholding information, or provide this information in the interests of problem solving? (p. 18)

This thesis deals with the mixed motive situation and the potential for the use of joint problem solving.

**Mediation**

Moore (1996, p. 16) notes: “Without negotiation, there can be no mediation.” In other words, “mediation is an extension of negotiation” (p. 16). It will be helpful at times to refer to the mediation literature to the extent that it deals with assisting or facilitating joint problem solving amongst the parties to a negotiation, and thus helps explain or clarify the negotiation process involved. However, the focus of this thesis is negotiation and small group theory; it does not include the more complex area of mediation and its relationship to small group theory. The latter issue will be left for another time.
Problem Solving

This section will present an overview of problem solving in a negotiation context. The concept of solving a problem is straightforward. The application of it in practice leads to at least two different ways for the parties to the negotiation to proceed: jointly or separately. The concept of joint problem solving is not as clear as one might expect.

Rubin, Pruitt, and Kim (1994) divide negotiation into three basic strategies: yielding, contending, and problem solving. They define problem solving as “any effort to develop a mutually acceptable solution to a conflict” (p. 168). They note that although problem solving can lead to three broad outcomes (compromise, agreement on a procedure for deciding who will win, or an integrative solution), and that the integrative solution is “almost always the most desirable” (p. 173) because it is durable, enhances the relationship, and diminishes the sense of conflict. Pruitt and Carnevale (1993) put it this way:

Problem solving involves an effort to find a mutually acceptable agreement – a win-win solution. There are many problem solving tactics. Some involve joint problem solving, in which the two parties work together to try to find a mutually acceptable alternative. Others involve individual problem solving, in which one or both parties act on their own. Problem solving leads to win-win agreements, provided that there is integrative potential and the parties adopt ambitious, but at the same time realistic, goals. (p. 36)

Walton and McKersie (1965) note that integrative potential can only be exploited if it is first discovered, its nature explored, and it is then acted on by the parties, and they also note that a problem-solving model involves three steps: problem identification, a search for alternative solutions, then ranking and selecting the best thereof (see also Lewicki & Litterer, 1985, to the same effect).
As Pruitt and Carnevale (1993) note, problem solving can be done jointly or alone. The focus of the thesis is on the former as a group process. This important distinction is not always made in the literature, and at times different terminology is used. Lewicki and Litterer (1985), for example, define integrative bargaining as a collaborative process in which the parties identify their common, shared or joint goals, and then develop a process to achieve it. They elaborate on the nature of this process in the following words:

When negotiators collaborate, they work together to maximize their joint outcomes.

Good collaboration is closely akin to good group problem-solving [emphasis added].

The parties understand that they share a problem, and define their problem in terms of shared goals and interests. Each party states his needs, and the parties work together to invent options that will meet these needs in an optimal manner (p. 103).

It is important to keep the distinction between joint and separate problem solving in mind, because there are important ramifications that flow from each of them.

Menkel-Meadow (1984) provides a model, set out below as figure 1, that helps demonstrate the distinction between the ends sought and the means employed to obtain them. Her figure is a variation on the work of Pruitt and Lewis (1977), which is, in turn, a variation on the work of Blake, Shepard, and Mouton (1964). “Closed or limited problem solving,” as used in the figure, refers to negotiation undertaken in the absence of complete or optimal information.

<table>
<thead>
<tr>
<th>MEANS</th>
<th>ADVERSARIAL</th>
<th>ENDS</th>
</tr>
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<tbody>
<tr>
<td>COMPETITIVE</td>
<td>RIGIDITY (POTENTIAL STALEMATE)</td>
<td>CLOSED OR LIMITED PROBLEM SOLVING</td>
</tr>
<tr>
<td>COOPERATIVE</td>
<td>COMPROMISE</td>
<td>OPEN PROBLEM SOLVING</td>
</tr>
</tbody>
</table>

Figure 1. The Means-Ends Matrix (Menkel-Meadow, 1984, p. 821, note 262).
The model illustrates that if the party's goal is to get the most for oneself at the expense of the other (an adversarial goal), two results are possible depending on the means chosen. If both parties remain competitive, then the likely result is a stalemate. If both are cooperative, they are apt to compromise. In neither case are they likely to search for creative solutions that meet their respective needs. If they are both seeking solutions that meet both their needs (problem solving), there are two possible results. If they want the benefits of problem solving but act in a competitive manner (e.g., not sharing information), then their efforts will be limited. If they act in collaborative manner (that is, working together), then they will have the opportunity to solve problems with complete information.

For Menkel-Meadow (1984), the critical aspect of the problem-solving approach is the conceptualization and planning of it that precedes the actual negotiation with the other party. This conceptualization is not the same as joint problem solving as a process, as she makes clear in the following passage:

A problem-solving conception of negotiation should be distinguished from cooperative or collaborative negotiations. The latter refers to particular behaviors engaged in during the negotiation, such as "being flexible, disclosing information and establishing good relationships with the other negotiator." These behaviors may be useful in problem-solving negotiations, but they can also be used as tactics in adversarial negotiations where their purpose is to achieve greater individual gain. The conceptualization used in planning problem solving negotiation is useful in all negotiation, regardless of the particular behaviors chosen in the executory stages. Planning may indicate that needs are
truly incompatible and call for the use of adversarial strategies to maximize individual gain, or resort to adjudication is necessary. (p. 818)

Her observations are helpful in delineating clearly the ramifications (and risks) of joint problem solving as an action strategy for behaviours to be employed in a negotiation context. She also makes the important point that an adversarial negotiator can feign problem solving as a tactic.

Strauss (1993) presents an interesting perspective on joint problem solving that links it clearly to group facilitation:

There is a difference between negotiation and meditation (the predominant focus of the Harvard Program on Negotiation), and collaborative problem solving and facilitation. The first approach sees conflict as fundamentally a negotiation, sometimes requiring third-party mediation. The second approach views conflict as a problem involving many stakeholders, often requiring third-party facilitation. Mediation relies heavily on caucusing with separate parties. Facilitation operates with all the stakeholders meeting face to face in a collaborative setting. Small group conflicts can often be resolved through meeting facilitation. Complex, multiparty conflicts require the design of large-scale collaborative problem solving processes (p. 29).

Some key principles of the collaborative problem solving process according to Strauss (1993) are the following: all key stakeholders must be present and active; they must agree on the problem before they seek the answers; they need to agree on the process they are using; they need to commit themselves to using it in an open and visible way; and they may need to learn new behaviour.

Joint problem solving in this paper, using Menkel-Meadow’s (1984) terminology, refers to parties who seek an outcome that has the benefits of problem solving, and who wish to achieve it
by cooperative means. The approach of Strauss (1993) is helpful in its facilitative process approach, but he appears to exclude that approach from what is commonly known as mediation and negotiation. Joint problem solving, as it is used in this paper, does not restrict itself to a situation that is purely integrative, nor does it exclude negotiation and mediation. On the contrary, the situation contemplated is clearly stated as being one found in a negotiation context, a context that has integrative and distributive considerations. The thesis suggests that the only way to be able to apply the facilitative approach described by Strauss (1993) and others (for example, Emond, Zweibel and Manwaring, 1997) is if the parties are able to act as a group. It is only then that the distributive aspect of the situation can be controlled and managed.
Small Group Analytical Framework

This section describes the analytical framework upon which the literature review will be conducted. It is grounded in the definition of a small group and the stages of group development, and it is composed of three parts. The first part deals with articulating seven key categories that together constitute a definition of a group. During the review the various aspects of the definition will serve as a topical checklist with which to analyze the literature. The second part is concerned with the whole rather than the parts, and asks the question: What does a group as a whole look like? It is concerned with what types of collections of individuals constitute a group. During the review, it will serve as a topic heading under which will be collected the illustrations given by the various authors of effective joint problem solving groups. The third part is concerned with group development. It is under this heading that a model of group development will be selected, and then evidence thereof will be collected during the literature review. Of the three parts, the first is the most comprehensive, and therefore the most important. The second part serves as a safeguard to ensure that the sum of the parts does in fact equal the whole. The third test serves as a separate check on the first two parts, and it also provides an important link to the qualification of the thesis mentioned earlier that joint problem solvers in a negotiation setting not only must be group, but one that can perform as a unit (i.e., they are not a dysfunctional or immature group) with respect to the dispute at hand.

The Parts of the Definition of a Group

There are many definitions of a small group found in the literature. Some authors emphasize a single factor as determinative (e.g., Hare & Naveh, 1984), and others rely upon a multifaceted definition (e.g., Johnson and Johnson, 1994). In this paper such a definition needs to meet three criteria: it must be one that is acceptable to those who are knowledgeable in the field of small
group theory; it must be not be biased in favor of the thesis put forward; and it must be comprehensive rather than narrow in order that important aspects are not overlooked in the literature review. The approach used to generate a definition was to select seven texts that dealt with the definition of the term small group, and to extract from them the authors and definitions that the text-writers thought were useful and reliable. Twenty-five authors and 49 comments resulted. (See Appendix A.)

It is clear from the analysis in Appendix A that any comprehensive definition must relate to multiple aspects or characteristics of a group. In that analysis the definitions were grouped according to seven categories created in Johnson and Johnson (1994). Other authors have used fewer categories; for example, Forsyth (1983) had six, and DeLamater (1974) used four, all of which were included in the seven of Johnson and Johnson; the more inclusive seven categories will be used here. The categories and the findings summarized from the analysis in Appendix A are as follows:

1. Interaction: Twelve of the definitions referred to this category that requires that members of groups interact with one another in a face-to-face manner, and not in some secondhand manner through other persons. Interaction is the means by which structure is determined, and interaction is in turn regulated by the structure created (Merton, 1957). Interaction can be comprehensive or relate to only one interest, it can be long lasting or fleeting, and it can be antagonistic (Sorokim, 1970). In a negotiation context, interaction may not be hard to find, but because interaction is a basic aspect of group life that can affect and be affected by structure, it is an important trait.

2. Structured relationships: This category was referred to in nine definitions. Reciprocal roles are generated according to the norms, values and interests of the group, and they in turn are formed in pursuit of common goals (Fichter, 1957). The values and norms
regulate, by moral imperative, the behavior and interactions of group members in matters of importance (Sherif and Sherif, 1956; Merton, 1957; Johnson and Johnson, 1994). Regulation of behavior through norms is not always readily apparent in a negotiation context, and will be an important focus of the review.

3. Interdependence: Five definitions deal with this category. Interdependence means that relevant events impact all members of the group and so they share a common fate (Fiedler, 1967) or common predicament (Sherif, 1966). Their social interaction itself can be a form of interdependence (Lewin, 1948). This matter of a common predicament is closely connected to the next category, common goals, since common goals can be a manner of dealing with a common predicament. Goal or solution seeking in response to a common problem is virtually a definition of joint problem solving.

4. Common goals: Four definitions touched on this category. It is simply interaction directed toward a common goal, often an interdependent one. As noted, this is closely related to the previous category. Goal directed activity contemplates future interaction, and Axelrod (1984) maintains that a stake in future interaction is pre-condition to cooperation.

5. Perception of membership: This category was dealt with in five definitions, and it is the product of face-to-face or direct interaction (Bales, 1950). It describes a group that is capable of unified action in respect of its environment and that has a collective perception of unity (Smith, 1945). It enables a person to be described by others (including group member) as belonging to a group (Merton, 1957). One often finds affective ties, both positive and negative (DeLamater, 1974). In brief, a “we” or “us” feeling.

6. Motivation: This category is mentioned in just two definitions. It stresses the fact that it is necessary to satisfy certain personal needs. It is a sensible category that recognizes individual as well as group needs, and that is closely related to common problems and
common goals. This is an especially important category if there are people who share the same personal goal but who cannot achieve it by acting alone.

7. Mutual influence: The last category was mentioned in two definitions. It highlights the fact that each person is able to influence and be influenced by the others. This aspect is important if not included specifically as a concept under the heading of interdependence or one of the other categories. Interdependence stressed a common predicament external to the group, while this aspect stresses the internal or domestic interdependency.

The Group as a Whole

This part looks at whether participants to a dispute who are able to jointly problem solve are a group from the perspective of the whole, not the individual characteristics thereof. There are some minimum requirements. Collections of individuals who do not constitute a group are often called aggregates; for example, people on a street corner waiting for a bus, people watching a play, or listening to a lecture (Johnson and Johnson, 1994). If the people at the street corner should talk to one another briefly before being picked up by the bus, they would still not be a group (DeLamater, 1974). A telephone call from a stranger who wants to sell you insurance that you do not want is not a group interaction, nor is any shared communication between members of a crowd escaping from a theatre fire (Michener, DeLamater, and Schwartz, 1990). However, passengers on a flight may begin their trip as an aggregate, but become a group when they find out that their plane is about to crash and they begin to clutch one another and share their feeling, and especially so if they crash and become stranded on a mountain as co-survivors (Forsyth, 1988). Similarly, a student who watches a demonstration is not a member of that group, but she may quickly become one if she becomes involved in a riot that follows it (Wrightsman and Deaux, 1977). A collection of people watching the tigers in a cage at a zoo is not a group, but it
may become one if the tigers escape and they are trapped in a booth and have to coordinate their activities in order to respond to a common danger (Olmsted and Hare, 1978).

One can think of groups falling somewhere on spectrum of running from low to high effectiveness. Those that are not very effective or sophisticated would lie at one of a spectrum, and they would be limited by the concept of an aggregate. There are degrees of effectiveness beyond the level of a simple aggregate that are important. Johnson and Johnson (1994) suggest that an effective group has clear goals, communicates well, is democratic, manages conflict and problems well, demonstrates interpersonal effectiveness, and has high cohesion. Shepherd (1964) makes similar suggestions, while emphasizing the critical importance of full agreement and commitment to the norms that are generated by the group, as opposed to general social norms, which can bear some variation without affecting effectiveness.

As a group moves along that spectrum it may approach the type of performance and sophistication one expects to find in a team (Johnson & Johnson, 1994). Although it is not suggested that a team is a necessary part of the thesis asserted here, the concept of a team can serve as a rough marker of the opposite end of the spectrum from an aggregate. The aggregate-to-team spectrum can help focus on the effectiveness level of a group, as was done in Laiken (1994) and Blanchard, Carew, and Parisi-Carew (1990). There may well be parameters other than effectiveness that differentiate an effective group from a team (see Katzenbach and Smith, 1993, and Johnson and Johnson, 1994), but they need not concern us for the present purposes of describing the boundaries of group.
Groups go through stages of development and there are many theories detailing the nature of that development. If references are found in the literature review that describe or conform to stages of group development, that would be evidence of the existence of a group. Many of the theories display stages that progress through orientation, conflict, harmonization or emergence, and finally reaching a stage of productivity or performing (Beebe and Masterson, 1997). However, some theories are more functionally oriented. Hare (1982) lists four functional areas in his development theory: agreement on obligations; acquisition of skills, information and resources; organization, norm and role development; and goal attainment.

Regardless of the particular theory of group development under consideration, there is no dispute that group formation, group development and redevelopment go through specific stages. Therefore, as with the seven categories of the definition of a group, it is important to select a development theory that is acceptable to those who are knowledgeable in the area of small group theory. This theory should not be biased in favor of the thesis put forward, and it should be comprehensive. Tuckman’s theory (Tuckman, 1965; Tuckman and Jensen, 1977) was selected because it is well known and has been applied in the past to group development (for example, Laiken, 1994). In addition, the theory was developed from a synthesis of many other group development theories, and it is, therefore, comprehensive as well as neutral.

Briefly stated, Tuckman’s theory of group development contains five stages: forming, storming, norming, performing and adjourning. Forming is an orientation stage both as to task and to one another; the mood is generally polite and reserved. The storming stage by contrast is marked by emotion and conflict within the group; the mood is fractious and at times overtly so. The
The norming stage is one of convergence or alignment in respect of the issues in conflict from the storming stage; the mood is one of relief, sometimes referred to as a honeymoon stage. The performing stage is operational success; things are working and the mood is confident. The last stage is adjourning, and it is characterized by termination of the work and the relationships amongst the group members; the mood is one of sadness. (Tuckman and Jensen, 1977; Laiken, 1994.)

This part of the analytical framework is related to a point made earlier in relation to the thesis; that the group must be able to perform as a group in respect of the issues that are in dispute. It is not sufficient to be a group in some mid-stage of development, such as storming, because such a group will not be able to perform the task at hand; in other words, problem solving is a capacity found in mature groups who have reached the performing stage (Abbey-Livingston & Kelleher, 1988; and, Boshear & Albrecht, 1977). Thus, if the thesis were correct, one would expect to find not only evidence of group development in the review of the literature, but also evidence of a group that was in the performing stage of development.
This section deals with the application of the three-part framework to the literature dealing with joint problem solving as a means of resolving disputes. The individual categories of the definition are dealt with first, and in doing so it will be convenient to deal with some of them in groups. The next part of the framework dealt with is the descriptions and illustrations of the joint problem solving entity as a whole with a view determining if they fit within the aggregate-team spectrum. The last part will deal with a summary of the evidence found in dealing with the stages of group development.

The Individual Categories of the Definition

Interaction
This category of group definition is a very general one. DeLamater (1974) suggests that the generality of this definition is, in fact, its principal fault. He notes that if this definition is used to test for the existence of a group, then a collection of strangers chatting for a few minutes while waiting for bus would be a group, and he would clearly classify them as an aggregate. However, it may be more helpful to view this category of definition as a necessary, but not sufficient condition, for group existence. Viewed in this light the interaction of the strangers at the bus stop may not be sufficient to form a group. However, if they do not interact, a set of people who congregate at the bus stop every day for a year will not become a group.

In a negotiation context a lack of interaction means that the parties have stopped negotiating; the familiar refrain “talks have broken off” comes readily to mind. Resuming or commencing negotiation implicitly includes some form of interaction between the parties. Such interaction
may not lead to the formation of a group, and if it does the group may not be effective. In other words, even if it becomes a group, it will not have reached the performing level in Tuckman's (1965) stages of development. As a result, it will not be able to jointly solve the issue in dispute (Abbey-Livingston & Kelleher, 1988; and, Boshear & Albrecht, 1977). The nature and quality of the interaction will be the determining factors. Therefore, it is not surprising to find that the literature on negotiation does not isolate interaction alone. Instead one finds evidence of the results of specific forms of interaction that are categorized under more specific headings, such as structured relationships and norm formation. For example, Walton and McKersie (1965) address interaction when they stress the importance of good communication through shared language and common understanding as basic requirements of joint problem solving of disputes because that fosters trust.

Interaction as a separate definitional category will be useful in analyzing the negotiation literature in two aspects. First, as a threshold condition for the existence of a group; if there is no interaction, by definition there can be no functioning group. At times this may seem self-evident as in the case of a total break-off in communication. Second, the lack of interaction may manifest itself more subtly; for example, an increase in, or a switch to, indirect communication through intermediaries. In the latter case the interaction is secondhand, and therefore does not come within the scope of the category.

**Interdependence, Common Goals, and Mutual Influence**

Interdependence is characterized by group members sharing a common predicament due to external circumstances. Common Goals are characterized by interaction toward achieving a common outcome. Mutual Influence is characterized by the fact that the actions of one member can influence the others, and in turn be influenced by the actions of the other members of the
group. These three categories are related to a common problem in relation to which each group member has an impact, and for which a common goal can be agreed upon. It makes sense to deal with them together.

Walton and McKersie (1965) suggest that one of the ways to move toward a cooperative or joint problem solving approach to a dispute is for the group to define and work on a common problem. They suggest that in the industrial relations setting choosing to work on common problems, like job safety, can lead to positive attitudes between the parties. They say the following in respect of the magnitude of the common problem:

When the common problem is of sufficient magnitude, this operation amounts to introducing superordinate goals, which Sherif defines as “goals which are compelling for all and cannot be ignored, but which cannot be achieved by the efforts and resources of one group alone.” (1965, p. 227)

This reference to Sherif et al. (1961) clearly emphasizes all three definitional categories dealt with in this part. They also specifically recognize that it is important to emphasize a common fate as a way to create positive attitudes.

An example given by Walton and McKersie (1965) to illustrate a superordinate goal is the situation that occurs when market conditions in an industry create a crisis that threatens the existence of the company. In such circumstances management and labor have entered into cooperative programs to save the company and also the jobs it provides. A Canadian example can be found in the successful cooperative efforts at an Inglis plant in Cambridge to reduce to costs in order to meet world market prices (Taylor, 1996). This is a bittersweet example because, after substantial gains in productivity allowed the plant to compete internationally, the American parent closed the plant to centralize production in a U.S. plant with excess capacity. However,
Walton and McKersie note that often increased market competition can lead to an opposite result if management tries to maintain profit levels by trying to reduce labour costs. In such a case the negotiation relationship between management and labour can become more competitive. The difference between this situation and the earlier one dealing with a threat to the company’s survival illustrates well the importance of the word “common” in the concept of common predicament; it applies to the survival situation only.

In the survival situation there is a common threat, a common goal, and a need to coordinate the abilities of both parties to affect the situation. In the shrinking returns situation the survival of the company is not at risk and the situation is viewed as a competition for shrinking returns. The impact of increased competition in the marketplace in this scenario leads to unequal impact on labour and management. Wage rates fixed by collective agreement may mean that profits are immediately threatened while wages are not. The predicament is not common, and such a situation may make common goals less likely. The more likely result is that the power of each side to influence the situation will not be harnessed in the pursuit of a common goal. Labour may well view this decrease in profits as management’s problem, and, in addition, a step in the right direction when it comes to the apportionment of returns between wages and profit.

Rubin et al. (1994) note that in order to conduct joint problem solving the other party must be accepted as an interdependent partner with whom a solution will have to worked out. In other words, the parties have no other satisfactory option but to work side by side in order to jointly solve the problem that confronts them. They illustrate the situation in the figure 1, below.

The horizontal axis represents the negotiator’s concern about his or her own outcomes, and the y-axis his or her concerns about the other’s outcomes. The strength of the two concerns leads to
the preferences among the negotiator styles that are shown in the diagram. Rubin et al. (1994) note that although other-concern is rarely as strong as self-concern, it is particularly useful for understanding the determinants of problem solving behaviour. They note that the concern can be genuine or strategic. In the former, interpersonal bonds foster the concern, and, in the latter, it results from interdependence. It is important to note that two kinds of problem solving can flow from a situation in which there is concern for the other party's outcomes as well as your own. One is that it may encourage a move toward collaborative or joint problem solving, and the other is that it may lead to problem solving on one's own. Fisher (1969), Fisher et al. (1991) and Fisher and Ertel (1995) illustrate the latter situation when they describe the process of evaluating the other party's currently perceived choice of options. Once that is established, the strategy is to present him or her with an offer that just meets their minimal requirements (and presumably meets well one's own needs). Lewicki and Litterer (1985) adopt the dual concern model, and they suggest that a common or shared goal is one of the pre-conditions for successful joint problem solving of a dispute. In the model, it is clear that the term interdependence is used in the sense of facing a common predicament and also in the sense of common influence.

DUAL CONCERN MODEL

![Figure 2. The Dual Concern Model (Rubin et al.; 1994, p. 30)]
Rubin and Brown (1975) note that an important aspect of negotiation (whether distributive or integrative) is that the parties can walk away from the table if they choose to do so. This, they say, highlights the fact that they are interdependent. They are at the negotiating table because it is mutually advantageous to do so, and they need one another to achieve some beneficial result or goal. The authors reviewed more than 60 experiments dealing with the impact of power and they concluded that negotiators tended to function more effectively when the participants had equal power, and that effectiveness fell as the power discrepancy between them increased. Their reference to interdependence and power is encompassed in the concept of mutual influence, as used in this paper, and their work supports the importance of that category.

Fisher et al. (1991), disciples and spokespersons of the Harvard Program on Negotiation, describe the program’s concepts of Principled Negotiation, which, as noted earlier, is often used as a synonym for joint problem solving. By dividing the negotiation options into yielding, contending and problem solving approaches, their analysis echoes that of Rubin et al. (1994). They advocate problem solving and suggest that one should seek mutual gains where possible. They suggest that negotiators should view themselves as partners who face a common task, and who should “go forward as people with a joint problem” (p. 35). As will be discussed in more detail later, Fisher et al. (1991) are not always advocating joint problem solving but merely problem solving.

Developments since 1990 in the area of family law negotiation provide a helpful perspective on joint problem solving and upon the three categories of the definition of a group being examined
in this part. The technique is generally referred to as Collaborative Law or Collaborative Family Law. The approach has seen substantial growth and interest amongst family law lawyers, but it is not intended to be limited to that field. Its proponents suggest that it can be applied to any area in which there are continuing relationships that need to be maintained, such as business partnership disputes or disputes relating to wills and estates (Sapiano, 2000).

Collaborative Law is an approach to negotiation in which the lawyers for both parties to a dispute and their clients agree to use cooperative rather than adversarial techniques to help the parties to the dispute to reach a resolution. The lawyers and clients enter into a four-way agreement to work collaboratively to reach an agreement, and the agreement specifies that should the negotiations break down, that the lawyers involved will withdraw from the case and have no involvement in any court proceeding; and, they will limit their future involvement to handing off the file to the litigation lawyers. The withdrawing lawyers can have no involvement or interest in the future litigation; thus the new litigation lawyers cannot come from the same firm nor can they have any connection to the first group of lawyers.

Tesler (1999) identifies the common predicament facing divorcing couples and their lawyers as a desire to avoid the negative side effects of the adversarial approach combined with a wish to deal with the dissolution of the marriage with dignity and integrity (Tesler refers to it as a gladiatorial approach). Tesler suggests that the adversarial model leads to unhappy clients who are justified in their dislike and distrust of the law and lawyers. She also suggests that the adversarial model leads to harmful effects on the couple and on their children, and that it generally deals poorly with one of life’s most difficult transitions. She adds that the lawyers, especially family lawyers, fair no better in the adversarial system. They suffer negative impacts on their physical and emotional health; they have more fee disputes and malpractice claims to contend with; many of
them are leaving the field of practice, have high levels of substance abuse, and advise their children not to follow in their footsteps.

As Tesler (1999) notes the one common goal of Collaborative Law practice is to avoid the negatives of the adversarial approach to dispute resolution. Sapiano (2000) suggests that at a minimum the parties to the dispute must share a common goal of wanting to reach a mutually agreeable negotiated settlement. She suggests that it is desirable if they also have as common goals to behave cooperatively and to promote the best interests of the children. The advocates of the Collaborative Law approach do not identify further specifics of the common goals that should be expected if the approach is likely to be successful. It would likely be helpful if these areas could be more clearly defined, because by current estimates Collaborative Family Law lawyers do not have more than 15% of such cases (MacDonald, 2000; Tesler (1999).

Power imbalance can be a concern for Collaborative Law lawyers. However, Sapiano (2000) suggests that the process is somewhat more resistant to such imbalances when compared to simple mediation because each party to a dispute has a lawyer. Nevertheless, there are some situations that are unsuitable for a Collaborative Law approach, and Tesler (1999) notes the following: domestic violence, especially if it might surface in connection with the joint negotiation sessions; mental illness; and personality disorders of various types.

Negotiation and mediation are closely linked areas. Moore (1996), "a leading U.S. scholar in mediations" (Stitt, 1998, p. 222), notes that "without negotiation there can be no mediation," and that "mediation is essentially a dialogue of negotiation with the involvement of third party" (p. 16). The mediator "assists the principal parties in voluntarily reaching a mutually acceptable settlement of the issues in dispute" (p. 8). Folberg and Taylor (1984) suggest that the most useful
way to look at mediation is “to see it as a goal-directed problem solving intervention” (p. 6). It is therefore appropriate to look at some of the mediation literature insofar as it relates to negotiation and joint problem solving to see if the definitional categories find support in that closely related setting.

Emond et al. (1997) developed a book of materials for a workshop for Ottawa lawyers designed to help prepare them for mandatory mediation of civil suits pursuant to a pilot program of the Ontario Government. In it they describe a number of approaches to mediation: rights or rule centered, mediator centered, party centered or transformative, and of interest here, problem centered mediation. In respect of problem centered mediation they note that: “The premise behind this form of mediation is that the parties jointly have a problem and the mediator’s task is to assist them to solve it through a combination of better communication and creative problem solving” (p. 114). They state further that this approach is sometimes “described as facilitative mediation” (p. 116), and they suggest that disputes with integrative potential are best suited to this form of mediation. Fuller (1971, p. 312) notes that the parties to a negotiation are in “a relationship of heavy interdependence” whose efforts are directed toward shared objectives. Moore (1996) suggests that interest-based bargaining (as opposed to positional bargaining) works best with interdependent interests, relatively equal power, and an investment in finding mutually satisfactory outcomes. It is clear that the mediation experience also supports the three definitional categories.

A word of caution is necessary when dealing with common predicament or interdependence and common goals, these characteristics are often found together in illustrations, but a common predicament will not always lead to a common solution; for example, Fisher et al. (1991) and the example of two men in a lifeboat. In that situation, there is a common predicament, being
shipwrecked, and a common goal, rowing for safety. However, common predicament can also lead to distributive goals; for example, an airplane is about to crash and there is only one parachute and two people. Conversely, a lack of similarity in predicament can give rise to a joint or common solution that involves trading or a logrolling situation (Menkel-Meadow, 1984; Lax and Sebenius, 1986). The story about the two girls who were arguing over the orange only to find the one wanted the pulp to eat and the other wanted the peel to make zest illustrates the fact that their differing needs or predicaments set up an integrative solution. Therefore, although these factors when found in combination provide a powerful incentive for joint problem solving and group action, they are independent of one another and they can produce an opposite impact.

The interpretation of the expression common goal can be important. If it is viewed very broadly, common goal can to encompass divergent ones; for example, the people fighting over the last parachute in an airplane about to crash may be said to have a common goal of escaping unharmed. However, the actions they would take toward achieving such a goal would not result in an outcome or result that they all see in the same or common terms; that is, sole possession of the parachute. It is therefore prudent to use a narrower view of the meaning of common goal a common outcome toward which they can all strive. (See the comments above regarding Collaborative Family Law, and see also the discussion below regarding the Camp David Summit, 1978 for examples of the use of broad definitions of goals.)

Motivation

This category of definition recognizes the importance of satisfying personal needs as well as the needs of the group. The Dual Concern Model was noted above to illustrate that the fact of common predicament could lead to common purpose for oneself and the other party. It also
illustrates personal needs and group needs from a motivational perspective. The observations of Walton and McKersie (1965) were noted above to the effect that common predicament and common goals lead to positive or cooperative attitudes amongst the parties. They suggest that if joint problem solving is to take place, then "the parties must have the motivation to solve the problem" (p. 139). Rubin et al. (1994) and Litterer and Lewicki (1985) also express similar views on the importance of motivation.

Rubin and Brown (1975) reviewed the social psychological laboratory studies done between 1960 and 1974 along with the related literature on the subject of negotiation. They noted that the relationship between the parties was marked by its interdependence, and then focused on the variables that affect it. They studied three parameters: the motivational orientation of the parties; the power distribution amongst them; and their interpersonal orientation to one another. They concluded that motivational orientation had the most powerful impact on bargaining effectiveness, with a cooperative orientation being the most effective. The distribution of power, dealt with earlier, was also found to be an important factor, although its effects were hard to isolate given the available data. Interpersonal orientation tended to enhance the impact of other variables. At this point the concern is the motivational orientation of the parties to the negotiation.

Rubin and Brown (1975) subdivided motivational orientation into three types: cooperative, in which the party was interested in the other party's welfare as well as his or her own; competitive, in which the party wanted to do the best for himself or herself and better than the other parties; and, individualistic, in which the concern was to do well for oneself regardless of how the other parties might fare. They concluded that 44 of 51 studies supported the proposition that a cooperative motivational orientation is more effective than an individualistic orientation, and is
especially more effective than a competitive orientation. They also found that a cooperative motivational orientation led to the greatest cooperation and mutual gain, and to increased adaptability.

Rubin and Brown (1975) expected that the interaction of motivational orientation and power would have a strong impact on effectiveness in negotiation by producing a trusting and understanding relationship. However, only two studies applied, and neither of them provided a direct test of the interaction of the two parameters. Therefore, it was impossible to draw a conclusion. With regard to the interaction of the parameter of interpersonal orientation (that is, sensitivity to the interpersonal aspects of the relationship and responsiveness to the behaviour of the other party) and motivational orientation, there were 19 studies, 13 of which indicated that high interpersonal orientation coupled with a cooperative motivational orientation was likely to lead to the most effective negotiating, and that a high interpersonal orientation coupled with a competitive motivational orientation would lead to the least effective bargaining. They cautioned that the experiments reviewed were not designed to test this interaction and that they had to read between the lines for the support they found. No applicable research could be found that dealt with the interaction of power and interpersonal orientation, and no conclusions were drawn. The authors had expected that a cooperative motivational orientation combined with high interpersonal orientation and a balanced power distribution amongst the parties would be the most effective of all the combinations. However, none of the data dealt with that situation.

The experience of Collaborative Law lawyers is consistent with the findings of Rubin and Brown (1975) that a competitive motivational orientation is not an effective approach to negotiation when compared to the collaborative one (see MacDonald, 2000; Tesler, 1999). The Collaborative Law approach can satisfy the following needs of the parties to a domestic
separation: privacy, control of the process, less cost than litigation, and protection of future relationships with ex-spouse (as co-parent) and with family and friends (Sapiano, 2000; Tesler, 1999). For the lawyers involved the following advantages arise: specialization as a settlement counsel (something recommended by Fisher, 1983), and working with lawyers who share similar values (Rose, 2000; Sapiano, 2000). An additional benefit for Collaborative Law lawyers is a reduction in the cost of marketing their services. This is so because these lawyers tend to advertise their services as a group of lawyers who practice Collaborative Law (Sapiano, 2000).

As one might expect, the motivational orientation of the parties to a negotiation can be affected by the cultural milieu in which they find themselves. Rubin and Brown (1975) reviewed an interesting experiment that illustrated this link between culture and motivational orientation. The experiment studied the behaviour of Israeli kibbutz children and urban children when playing a four-person board game. The children were seated around the board that had a circle in front of each child. In the centre of the table was a pen mounted on a cylinder that could be moved by means of strings that ran from it to each child. Before the game each set of four subjects were given either a competitive or cooperative orientation. In the former, each would receive an individual prize as soon as he drew a line through his circle. There was a one-minute time limit. In the latter, if they succeeded in drawing a line through all four circles they could earn a group reward. There was no difference in behaviour for the kibbutz children in either orientation; they performed effectively in both. In urban children their performance was far more effective in the cooperative situation than the competitive one, in which few of the children received a prize. With an individualistic motivational orientation the urban children appear to have converted a four-way (non-constant sum) coordination problem into a four-way (constant sum) tug of war.
Structured Relationships and Perception of Membership

Two related definitional categories are dealt with here. First, the structure of relationships relates to the behaviour expected from reciprocal roles of group members. Values and norms as moral imperatives are the means of regulating that behaviour. Second, a person's perception of membership in a group as well as the same perception by others in the group helps delineate group boundaries. Perception of membership also encompasses a capacity for unified action by a group. Group identity and capacity to act along with norms governing the behaviour of individual are obviously closely related, and they are therefore dealt with together.

Walton and McKersie (1965) note that effective joint problem solving in a negotiation context requires the parties to work together in a situation with sufficient trust and support to allow the maximum exchange of information that is demanded by the problem solving process. The problem facing the parties must be identified and defined; the maximum number of options to its solution must be determined and then evaluated; and finally, an optimum solution must be selected that represents maximum joint gains. Frequently the parties must resort to joint brainstorming in order to generate options effectively, and then they must share their respective preference levels honestly in order to determine a joint utility function with which to evaluate the options generated.

In a purely integrative situation, like the sisters arguing over the orange only to discover one wanted the pulp and the other wanted the rind, these joint problem solving steps are not necessarily difficult. However, as Walton and McKersie (1965) note, in the real world this is rare because one usually finds a mix of integrative and distributive issues. Whatever joint gain is created will eventually have to be distributed, and so the tension arises between creating value and then claiming it (Lax and Sebenius, 1986). Walton and McKersie (1965) point out that there
is a substantial risk if joint problem solving is used in a mixed motive situation. The risk can take the following forms: one party may use the information for his or her own benefit and not for purposed of the joint problem; one party will take advantage of the vulnerabilities disclosed by the other party; only partial self-serving information will be presented in brainstorming; and misrepresentation of a party’s utilities will occur during evaluation of options. They point out that these risks will be at their greatest when one party is proceeding on an integrative or cooperative basis assuming that the other is doing the same, only to find that the other party has been following a distributive or competitive strategy all the while. The openness required for joint problem solving is a liability in a competitive environment, and conversely the competitive environment hinders the flow of information necessary for problem solving and the generation of increased joint gains. (See also Pruitt and Carnevale, 1993).

Walton and McKersie (1965, 1966) suggest that, since in the real world mixed motive situations are to be expected, a negotiator must take a situational approach that involves selecting a strategy for gains and for division of gains. From the perspective of gains, the negotiator can seek to try and seek or create them, or if that appears risky, he or she can accept the status quo and deal with the distribution of whatever is available to divide. In pursuing a distributive strategy the options are to select a hard or soft approach to negotiating. Although they do not define the soft approach, it clearly is more conciliatory, conditional, and it does not involve threats or deception. They suggest that the negotiators who want to exploit the possibilities of integrative bargaining while still guaranteeing a fair share of the increased sum should use a combination of problem solving and soft negotiating. They say that this allows exploitation of joint gains while preventing the other party from gaining a disproportionate share of it distribution.
Walton and McKersie (1966) suggest that the mechanism for controlling the distributive behaviour and ensuring that only soft negotiation strategies are used is the creation of behavioural norms dealing with allocation and the allocation processes. They suggest that norms from society at large can be applied to achieve this result, but they realize attempts to do so often lead to a debate on which one should apply (e.g., split according to need or according to status). In addition, the parties can create their own norm that requires that information provided for problem solving will not be used is the distributive phase. Enforcement of norms, according to the authors, can be on the basis of trust or on the basis of retaliatory power. They suggest that this type of norm generation is viable in long-term relationships with repeated mixed motive negotiations. (See Axelrod, 1984, for a discussion of the importance of anticipated future interaction on cooperation.) They emphasize the importance of trust and party attitudes, and they note that the development of superordinate goals support a problem-solving dominance. Walton and McKersie (1965) suggest that significant trust and friendliness are preconditions to the sharing and joint activity of integrative negotiation.

Weiss (1996) and Corry (2000), like Walton and McKersie, write from the industrial relations perspective. Both of these authors stress the need to candidly share information that reveals the underlying concerns and interests of the parties in order to work together toward a solution that satisfies the needs of all. They both emphasize honesty and trust as necessary safeguards for sharing of information, although they do not deal explicitly with the concept of norms.

Rubin et al. (1994) divide social conflict strategies into yielding, contending and problem solving. They categorize the first two as mirror images of one another, and they say that the third, problem solving, usually involves the parties working together (although they
acknowledge that one party to a negotiation or a mediator can problem solve on their own).

Dealing with negotiation within a group, Pruitt and Carnevale (1993, pp. 162-163) state:

When there are two or more groups in a setting, people are ordinarily more attracted to and cooperative with members of their own group than members of other groups (Tajfel et al. 1971; Tajfel and Turner 1986). Several studies support this generalization in negotiation (Brewer and Kramer 1986; Kramer 1991a). For example, Rothbart and Hallmark (1988) found that conciliation is seen as more effective for dealing with outgroup members. Keenan and Carnevale (1992) found that subjects who negotiated with a member of their own group made more concessions and were more likely to adopt a problem solving strategy than those who negotiated with a member of another group.

Negotiations within-group were characterized by greater trust, and greater concern that both parties should attain a good outcome. Friedman and Gal (1992) and Pruitt and Rubin (1986) argue that bypassing formal roles and creating relationships that cut across boundaries is an important element of problem solving in between-group negotiation . . . .

Friedman and Gal (1992) reported that solitary [sic] labor and management negotiation teams were more likely to come together to form a solitary [sic] joint negotiating team in the between-group negotiation.

Pruitt and Carnevale (1993) also note that norms play an important role in negotiation by regulating the behaviour of the parties. The norms provide for a way to ensure that there is fair fighting, their equivalent of Walton and McKersie’s soft negotiation tactics. Pruitt and Carnevale (1993, p. 129) note, “although norms are of great importance in negotiation, they have not been much studied in this setting.” They suggest that norms serve as a hedge against exploitation.

Pruitt and Lewis (1977) suggest that there are two preconditions to joint problem solving: information exchange and a problem solving orientation. They suggest that the latter is fostered
by positive feelings, interdependence, kinship, perception of value congruence or common fate, and apprehension of a conflict spiral. In respect of information exchange, they say that although Walton and McKersie’s (1965) work suggests that integrative bargaining flows from information exchange, they found that to be the case in only two situations. The first, when bargainers in an experiment were given a team orientation; that is, they were told to act as if they were members of the same organization and were paid for joint profits. The result was high information exchange and a high correlation between information exchange and joint profit. The second situation involved subjects who were high in cognitive complexity. Pruitt (1981) says explicit information exchange is a coordinated form of problem solving.

Pruitt (1981) suggests that information exchange and joint gains are enhanced by positive mood or psychological closeness. One manifestation of this closeness according to him is the frequency of use of the first person plural as opposed to the first person singular by the parties to a negotiation. He refers to it as the “We/I Ratio” (Pruitt, 1981, p. 183). This is virtually identical to the requirements of the fifth category of the definition of a group dealing with a collective perception of unity. Pruitt and Carnevale (1993) suggest that mood or positive affect encourages problem solving. Examples of positive affect are, according to the authors, settings in which there is interpersonal warmth, exchange of present, good food, pleasant music, and recent success of some sort.

The Collaborative Law approach seeks to embed the requisite norms in the common contract amongst the lawyers and clients. Typical terms of such a contract are the following: no resort to litigation using the current lawyers; confidentiality of negotiations; full disclosure of all relevant information; use of experts hired jointly who do not act as advocates for the parties and who will not be used in subsequent litigation should it arise; use of cooperative strategies along with trust
and good faith bargaining; no threats, insults or tricks; and, a commitment to settling the case to the mutual satisfaction of the parties (Sapiano, 2000). Specific references to a group are not found in the literature dealing with Collaborative Law. However, the commitment to act jointly is implicit in the joint contract, and explicit in Tesler's (2000) suggestion that the Collaborative Law approach leads to lawyers and clients working together to solve the same problem in the same way.

Dealing with norms from the mediation perspective, Fuller (1971, p. 308) says that the "casual treatments of the subject in the literature of sociology tends to assume that the object of mediation is to make all the parties aware of the 'social norms' applicable to their relationship and to persuade them to accommodate themselves the 'structure' imposed by these norms." However, he suggests the opposite: "mediation is commonly directed, not toward achieving conformity to norms, but toward the creation of the relevant norms themselves" (p. 308). In this way he says the parties can achieve a shared perception of themselves, and draft a charter to govern their interaction toward a shared objective.

The authors noted above in connection with structured relationships and common perception of membership have all viewed problem solving as a joint effort in which norms were necessary to govern the information exchange necessary for joint problem solving (see also Weiss, 1996; Waldman, 1997; and Corry, 2000). They see problem solving alone or by a mediator as the exception. However, the disciples of the Program on Negotiation at Harvard University (Fisher et al., 1991; and Fisher and Ertel, 1995) take a different approach. Although Fisher et al. (1991) appear to begin from the same analytical base as Rubin et al.(1994); that is, selecting from amongst the three negotiation strategies of yielding, contending and problems solving. Fisher et al. (1991, p. 13) also appear to suggest that the best approach is joint problem solving:
"participants are problem solvers." However, the actual tactics suggested are ones that do not rely on joint problem solving or on trust. Brainstorming is recommended, and it is recommended that it be done by a group, but the group should be composed of colleagues or friends and not the other party or parties to the negotiation. As an afterthought, they suggest that one could consider "brainstorming the other side" (1991, p. 65), but they caution that it is more difficult because of the increased risk that you will say something that prejudices your interests despite the rules established for a brainstorming session. You may disclose confidential information inadvertently or lead the other side to mistake an option you devise for an offer. Nevertheless, joint brainstorming sessions have the great advantage of producing ideas which take into account the interests of all those involved, or creating a climate of joint problem-solving, and of educating each side about the concerns of the other. (p. 65)

As a general rule, Fisher et al. (1991) suggest that if you don't have a good reason to trust someone, you should not do so. They suggest that a negotiator seek to proceed independently of trust. At this point it is sufficient to say that the general approach of Fisher et al. (1995) does not conform to the definitional categories of common perception of membership or structured relationships. In fact, they are not suggesting jointly solving a problem. More will be said about this approach later in the section dealing with the negotiation relationship as whole.
The Entity as a Whole

To this point in the literature review, the individual definitional categories have been reviewed, and, it is suggested, the result leads strongly to the conclusion that the thesis is made out. However, like the parable of the blind men examining various parts of the elephant, a review of the individual characteristics of a group may not give a true picture of the entity as a whole. Therefore, this approach needs to be balanced with an overview of what the authors conceive to be the nature of the entity involved in joint problem solving in a negotiation context.

The Industrial Relations Writers

The writers reviewed under this heading are Walton and McKersie (1965), Weiss (1996), and Corry (2000). Walton and McKersie’s seminal work in the application of social science to the industrial relations setting in the United States provides a strong theoretical negotiation framework. David Weiss is an industrial relations consultant in Ontario, and David Corry is a labour lawyer and litigator from Alberta. The last two provide an applied Canadian perspective.

Walton and McKersie (1965) make a number of references to small groups, directly or by implication, but they do not make the assertion that joint problem solving in a negotiation context necessitates a small group. In fact, at times they appear to resist the suggestion. When they discuss joint problem solving performance levels in a negotiation context, they point out that it “is definitely related to performance channels for small groups” (p. 141). They also note that the personalities of the negotiating parties can affect the outcome: “In a small group experiment, Haythorn found mature, accepting persons facilitated, while suspicious nonaccepting persons depressed, group functioning. We suggest that these findings can be generalized to collective bargaining processes” (p. 195). When discussing the conflict that a
negotiator has between the role expectations of the group he or she represents compared to the role expectations that arise from the relationship with the other negotiator(s), they note that although the relationship amongst the negotiators may not be valued by his or her own constituency organization, it nevertheless develops out of the interaction between or amongst the negotiators and the joint task that confronts them of producing an agreement. The joint responsibility leads to positive feelings, to a common need for predictability of outcomes as well as some limits to the interaction that will lead to it. In addition, because they have to co-exist during the life of the agreement they need to generate some predictability in their interactions. They also discuss the definition of role expectation of the negotiators in terms of norms that apply. In the introduction to their second edition, Walton and McKersie (1999, p. xxv) note: “Distributive bargaining will be more prominent in one-shot transactions, for example, such as acquiring a parcel of land; whereas integrative bargaining is more likely to occur when the parties have an ongoing relationship, as in partnerships and joint ventures.”

Walton and McKersie (1965) list the following conditions for optimum joint problem solving: maximum information exchange relative to mutual problems; joint motivation to solve common problems; and, a structure that allows for trust and mutual support. They suggest these conditions can be found in an industrial setting in the use of problem solving committees composed of representatives from both sides, and they give the example of the Scanlon plans found in the United States. A Canadian example can be found in the case of the former Inglis plant in Cambridge, Ontario. In that situation a joint labour-management group was used to improve productivity to meet the pressure of international price competition (Taylor, 1996).

The examples given by Walton and McKersie (1966) of problem solving committees and groups are supportive of the thesis put forward here. However, it should be pointed out that these types
of committees are purposefully structured to be highly integrative. In the Inglis case, for example, distributive issues were deliberately avoided by the joint problem-solving group and left for the more traditional labour-management mechanisms. The tactic clearly can be a successful one, but it eliminates the distributive component, and it is this element that is a central component of the dispute that usually needs to be resolved in a negotiation; in other words, a mixed-motive situation.

Walton and McKersie (1966, p. 373) were aware of the risks that came with a mixed motive setting; that is, the distributive aspects can lead to hard bargaining, and “hard bargaining [can] place distinct limitations on the process of enlarging joint gains.” (See also Pruitt and Carnevale, 1993.) Their preferred solution in the ongoing industrial setting, as noted earlier in respect of structured relationships, is to deal with the integrative and distributive motivations by using a combination of integrative or problem-solving conduct coupled with soft or restrained bargaining. The restraint would be accomplished by the behaviour regulating power of norms.

David Weiss (1996) seeks to provide a useable guide to establishing a collaborative relationship for collective bargaining and problem solving. Mutual gains negotiation is a term he uses to refer to a joint or collaborative problem solving approach used to obtain integrative results. He notes some synonyms for mutual gains negotiations are integrative bargaining, principled bargaining, collaborative bargaining, best practices bargaining, and interest-based bargaining. In mutual gains bargaining the parties “take ownership and responsibility for the outcome of the negotiation, work to keep the relationship intact, work on problems rather than make demands, use processes to deliberately stimulate creative solutions, and work together to create solutions in which all parties benefit” (p. 5).
Weiss advocates joint training in mutual gains negotiating in order to build relationships and trust between the parties while they learn the processes involved. He also advocates a facilitator in the early stages of the process to help the parties stay on task and to learn the skills and techniques of mutual gains bargaining. The result is that "unions and employees become partners with management in creating quality processes and continuous improvements" (p. 12), and he says that mutual gains bargaining requires a "team approach" (p. 28).

Weiss (1996) is alert to the role-conflict a negotiator can have between his or her constituency group and the other negotiators, and he cautions that constituency pressure or changes in circumstance beyond the control of a negotiator can damage the credibility of the mutual gains process. Therefore, he suggests "an excellent team of negotiators may be able to withstand those pressures; however, all parties must realize that these pressures can pull them apart and dissolve the unity of the team" (222). The approach put forward is clearly appropriate for the situation with high integrative potential and little if any distributive component.

Unfortunately, Weiss (1996) does not propose a solution for the mixed motive setting and the use of joint problem solving. He generally takes the position that problem solving should be used when it is best, and power or distributive tactics should be used when they are best: "However, if the monetary negotiations proceed in a demand/counterdemand manner, it is not a failure of the mutual gains negotiations process. It simply reflects that the process was beneficial to many issues but did not contribute added value to one part of the overall negotiations" (204). If a party in problem solving context resorts to power tactics, Weiss suggests that they legitimize such lapses as normal; that they use joint training to deal with such problems; that they review their list of negotiation principles; and that if the problem is a result of personality clashes, the individuals should settle their problems "off-line" (224).
Corry (2000), like Weiss (1996), deals with the application of group problem solving but does not provide a solution to the dilemma of the mixed motive situation. Like Weiss (1996), he notes that the mutual gains approach is "based on the negotiation techniques refined by Roger Fisher, William Ury and Bruce Patton of the Harvard Negotiation Project" (p.4), and he purports to apply that approach to the Canadian collective bargaining process.

Corry's (2000) analysis of the bargaining relationship in large part follows the work of Walton and McKersie (1965). He says that the most important aspects of the negotiation relationship are the attitudes between the parties and their ability to work as a team, which he describes as follows:

In contrast, where management and the union view each other as an integral part of the team, the parties will have a favourable attitude toward one another. In such cases, the union and member of the bargaining unit are actively involved in a number of committees that have input [emphasis added] into the key management decisions which are being made. The parties work co-operatively as a team to resolve common problems and maximize the full co-operation of management and labour in implementing solutions to these problems. Most problems that arise on a daily basis are resolved prior to reaching the formal grievance stage. There is virtually no disruption to work while the problems are discussed. The workforce is usually motivated, with excellent productivity, and there is above average or excellent work attendance. Usually, in this environment, the parties are also able to co-operate to improve the health and safety record of the workplace.

(p.15)

This description may be somewhat idealistic, and not truly descriptive of a labour-management negotiating "team." If the labour and management teams merely have "input" into the decisions
ultimately made by management, then management will, one assumes, make the decision, and that decision may later become the subject of a traditional collective bargaining dispute. This is similar to Walton and McKersie's (1966) suggestion of using a problem solving committee to generate solutions to highly integrative situations.

Generally speaking, Corry (2000) is confusing. One the one hand he makes a strong recommendation for the use of mutual gains bargaining, while on the other noting the antagonistic approaches involved in the mixed bargaining situation. He finds the distributive and integrative approaches "mutually incompatible" (p. 98), and that "given the incompatibility of the two bargaining strategies, it is difficult to shift to one from the other" (p. 99). He also notes that mutual gains bargaining only represents a small part of the industrial sector in Canada, and suggests that this may be the result of the fact than many of the items on the agenda are distributive in nature. Perhaps the most consistent message provided by him is that if there are integrative elements on the negotiation agenda, they should be dealt with first and in a joint problem-solving manner.

When addressing the fact that labour management relationships involve both conflict and cooperation, and therefore the bargaining will involve both distributive and integrative and processes, he concludes that a period of conflict is often necessary for union management to look beyond easy options in search of those that will provide for more joint profit. He suggests that in the first phase of collective bargaining the parties must emphatically outline their interests and engage in a period of intense conflict prior to moving toward the second phase, which will involve integrative bargaining. The latter phase should be devoted to issues with integrative potential, and then a third stage should be reserved for distributive issues; in other words, he uses
a serial approach to hopefully divide the processes and avoid the dilemmas inherent in the mixed motive situation.

These industrial relations writers all talk in terms of entities such as committees and teams that would clearly fall within the aggregate-team parameters of an effective group. However, they have difficulty articulating when joint problem solving can be used to deal with mixed motive situations. As a result, it is difficult to know when they suggest that joint problem solving is the appropriate approach to resolving a dispute.

Pruitt and His Coauthors

Dean Pruitt and his coauthors use the concept of a working relationship when dealing with effective joint problem solving by parties to a dispute. It is submitted here that this concept is tantamount to a group. Rubin et al. (1994), Pruitt and Carnevale (1993), and Pruitt and Olczak (1995) suggest that a working relationship is a precondition to joint problem solving. It is a relationship based on interdependence and upon concern for the outcomes of the other parties. (See the Dual Concern model, figure 2, above.) Rubin et al. (1994, p. 37) suggest that concern about the outcomes of the other parties “can be either genuine or instrumental. Genuine concern is fostered by interpersonal bonds of all types and by good mood. Instrumental concern is fostered by a desire to develop a working relationship with a person on whom one is dependent.”

Pruitt and Olczak (1995, p. 44) describes a working relationship as follow:

In working relationships, the parties help each other for instrumental reasons, because they are interdependent and want to encourage each other to be helpful in the future. Working relationships can be contrasted with communal relationships (Clark & Mills,
In the former, help is given for instrumental reasons; in the latter, for genuine reasons. Most relationships are a combination of both types.

From these excerpts it would appear that a "working relationship" might be restricted to those in which the concern for the other parties is instrumental and not genuine. However, the following comments by Pruitt and Carnevale (1993, p. 137) indicate that a working relationship could develop from either origin of concern for the other parties’ outcomes:

Working relationships are often found between people with emotional ties, such as friends, relatives, or married couples. Working relationships are also common between people with instrumental ties, such as colleagues whose jobs require them to cooperate, and negotiators in counterpart relationships. An example of the latter would be a salesperson and a regular client.

Working relationships between negotiators may seem like a contradiction in terms, since negotiators are adversaries. But negotiation is a mixed-motive enterprise, and negotiators usually have a common interest in finding win-win solutions and reaching agreement. This means that they must collaborate as well as compete. Working relationships make collaboration possible.

Pruitt and Carnevale’s (1993) example a working relationship of a salesperson and a customer reminds one of the current interest in partnering of various sorts by business and government. Pruitt and Olzak’s (1995) reference to working relationship participants wanting to encourage each other to be helpful to another in the future is similar to Axelrod’s (1984) suggestion that cooperation is rooted in the need for future interaction amongst the parties to the dispute.

Pruitt and Carnevale (1993, p. 142) say that a working relationship involves three related norms for dealing with a mixed motive setting: a norm of problem solving, which suggests problem solving as the way to deal with an issue both parties feel strongly about; a norm of mutual
responsiveness, which suggests if only one party feels strongly about an issue, the other should concede that issue; and a norm of truth in signaling, which requires honesty in expression of feelings. They add that, “mutual cooperation norms often derive from the roles people play in groups and organizations” (p.142). When the authors wanted to create a working relationship in the laboratory they instructed participants to adopt a joint concern for their own outcomes and for those of the other negotiators.

These authors do not use the term small group. However, the entity they describe is clearly not an aggregate; it is not a collection of strangers waiting for bus. It is suggested that they are an effective group that easily fits within the aggregate-team parameters.

Cooperation and the Link to Small Group

Rubin and Brown (1975), in their analysis of the experiments that dealt with motivational orientation, dealt with the way Deutsch and a number of other subsequent researchers induced a particular state in the test subjects: cooperative, competitive, or individualistic. Of particular interest here is the instruction used for inducing a cooperative state of motivational orientation in experimental subjects:

Before you start playing the game, let me emphasize that in playing game you should consider yourself to be partners. You’re interested in your partner’s welfare as well as in your own. You do have an interest in whether your partner wins or loses. You do care how he does and he cares how you do. His feelings make a difference to you and your feelings make a difference to him. You want to win as much money as you can for yourself and you want him to win. He feels exactly the same way, he want you to win too. In other words, you each want to win money and you also want your partner to win too. (Rubin & Brown, 1975, p. 201)
This instruction asks the subjects to behave as if they were partners, the same illustration as used by Lewicki and Litterer (1985) to illustrate effective joint problem solving in a negotiation (see below). It is suggested that partnerships are excellent examples of effective small groups and that such a categorization fits easily within the aggregate-team parameter, no doubt near the team end of that spectrum.

Pruitt and Lewis (1977) searched for experimental evidence that would support Walton and McKersie’s (1965) proposition that integrative negotiation proceeds mainly from information exchange. They found only one situation in which there was a high information exchange and a high correlation of that information exchange and joint profit. In this situation the subjects of the experiment were given a “team orientation” by being told to “act as if they were members of the same organization and were paid for joint profits.” Information exchange is a form of cooperation (Pruitt, 1981) that is enhanced by positive mood and a sense of unity (Pruitt and Lewis, 1977). A team obviously comes within the aggregate-team parameters since a team is by definition a specialized form of small group (Johnson & Johnson, 1994; Laiken, 1994).

**Collaborative Law**

Sapiano (2000) suggests that the Collaborative Law approach works well in situations where continuing relationships need to be maintained: a family dissolution when children are involved; a business partnership; and, a family with conflicts relating to wills and estates. She suggests one of the benefits of Collaborative Law is that it allows a client to work as a member of a team with the lawyers and the other party to the dispute whose goal is to resolve the differences at hand. Tesler (2000) suggests that the power in the Collaborative Law approach results from lawyers and clients working together to solve their problems. MacDonald (2000) says the
approach is like four people on a deserted island who must make joint decisions because there is no one to make them for them.

In the Collaborative Family Law situation there are clearly three subgroups. First, the lawyers who participate in the Collaborative Law approach and who tend to group themselves into associations of 12 to 36 lawyers. Admission to these groups is restricted to those who have had approved conflict resolution training, to those who are committed to the practice of Collaborative Law and its principles, and to those who have had experience doing so (Sapiano, 2000; MacDonald, 2000). Second, the clients, in the marriage dissolution cases, have been marriage partners who want to continue as co-parents of their children. The lawyer client relationship pairs are the third subgroup. When they collaborate to work together on their common problems, they form, it is suggested, a new working group, and one that fits within the aggregate-group parameters.

**Roger Fisher and Other Disciples of the Program on Negotiation**

Fisher et al. (1991) are advocates of principled negotiation. Their book begins with an analysis of available negotiation strategies that echoes the analysis of Dean Pruitt and his co-authors referred to above. It suggests three options: yielding, the soft negotiator who wants to reach agreement without conflict, and who makes concessions in order to do so; contending, the hard bargainer who want to win the contest of wills; and problem solving, in which the negotiators seek mutual gain where possible. In principled negotiations, they suggest that issues should be decided on their merits, and where interests conflict they should be decided by reference to some objective standard. "Principled negotiation shows you how to obtain what you are entitled to and still be decent. It enables you to be fair while protecting your interests against those who would take advantage of your fairness" (1991, p. xviii). This method contains four basic
precepts: separate the people from the problem; focus on interests and not position; invent options for mutual gain; and insist on using objective criteria.

Fisher et al. (1991, p.13) state that the “participants are problem-solvers.” At first instance this appears to be a reference to joint problem solving. Lewicki and Litterer (1985), referring to their book, suggest their approach summarizes the major principles of the integrative bargaining and joint problem solving, and Corry (2000, p.118) says the following:

Mutual gains or integrative bargaining in the labour relations context is a process whereby the union and management co-operate in identifying and solving common problems in order to maximize their joint benefit. This section highlights mutual gains bargaining strategies by summarizing the principles outlined by Roger Fisher, William Ury, and Bruce Patton in their book, Getting to Yes: Negotiating Agreement Without Giving In, and applying these principles to the collective bargaining process.

It is suggested that upon closer scrutiny, that principled negotiation is not always congruent with the concept of joint problem solving. Sometimes Fisher et al. (1991) switch to a form of negotiation that might be better termed principled contending, or closed or limited problem solving to use Menkel-Meadow’s (1984) analysis.

When dealing with the principle that the people should be kept separate from the problem Fisher et al. (1991) give an illustration of the process of principled negotiation involving two judges who must reach a decision on how to decide the case before them. They emphasize the importance of working out a joint opinion by going “forward as people with a joint problem” (p.35). At this juncture in the book they suggest that it is more effective for the parties to think of themselves “as partners in a hardheaded, side-by-side search for a fair agreement” (p. 37). They give a further example:
Like two shipwrecked sailors in a lifeboat at sea quarrelling over limited rations and supplies, negotiators may begin by seeing each other as adversaries. Each may view the other as a hindrance. To survive, however, those two sailors will want to disentangle the objective problems from the people. They will want to identify the needs of each, whether for shade, medicine, water, or food. They will want to go further and treat the meeting of those needs as a shared problem, along with other shared problems like keeping watch, catching rainwater, and getting the lifeboat to shore. Seeing themselves as engaged in side-by-side efforts to solve a mutual problem, the sailors will become better able to reconcile their conflicting interests as well as to advance their shared interests.

Similarly with two negotiators. (p. 38)

Earlier in the text (p.11) the following advice is found: "Figuratively, if not literally, the participants should come to see themselves as working side by side, attacking the problem, not each other." And finally, (p. 38):

It helps to sit literally on the same side of a table and to have in front of you the contact, the map, the blank pad of paper, or whatever else depicts the problem. If you have established a basis for mutual trust, so much the better. But however precarious your relationship may be, try to structure the negotiation as a side-by-side activity in which the two of you – with your differing interests and perceptions, and your emotional involvement – jointly face a common task.

These examples are consistent with joint problem solving, and with being a group.

Near the end of the book, Fisher et al. (1991) return to similar themes dealing with joint problem solving. They provide the following illustration: A father and son playing Frisbee in Hyde Park in London England when a "Homburg-clad Britisher came over to the father: 'Sorry to bother
you. Been watching you a quarter of an hour. Who’s winning?" In most instances to ask a
negotiator ‘Who’s winning?’ is as inappropriate as to ask who’s winning a marriage” (p. 148).
Based on the examples noted so far, clearly the authors are suggesting joint problem solving.
Equally clearly, the examples of judges and shipwrecked sailors working their way through a
joint problem facing them are examples of small groups at work that clearly fit within the
aggregate-team parameters.

When Fisher et al. (1991) deal with the need to invent options for mutual gains; they begin to
depart from joint problem solving. They suggest brainstorming be conducted by a group, but that
group should include only one’s own constituents or supporters. (Here they use the actual word
“group”; see pp. 60-61.) They suggest considering brainstorming with the other side. However,
they caution that this may be more difficult and that it contains the increased risk that you may
something or provide confidential information that will prejudice your interests. They
acknowledge that there are benefits to joint brainstorming: “producing ideas which take into
account the interests of all those involved, of creating a climate of joint problem-solving, and of
educating each side about the concerns of the other [emphasis added]” (p.63). The underlined
words show that the authors are aware of when they are or are not recommending the use of joint
problem solving.

One example of a unilateral problem solving technique recommended by Fisher et al. (1991) that
they suggest helps a negotiator deal with the parties’ interests is referred to as the currently
perceived choice, a balance sheet of your interests compared to those of the other parties to the
dispute. It allows a negotiator to make an offer that will at least minimally satisfy the needs of
the other party, while hopefully satisfying one’s own needs well. Similar methods of unilateral
preparation can be found in a preparation guide by Fisher and Ertel (1995), all of which stress
being able to understand the interests and needs of the other party in order to make an offer that will be hard to turn down.

In a chapter dealing with the admonition to insist on using objective criteria, Fisher et al. (1991) set out a dialogue between an insurance adjuster and an insurance claimant designed to show "a real case where one party used positional bargaining and the other principled negotiation" (p. 92). An analysis contained in Appendix "B" demonstrates that this is not a case of joint problem solving, but rather a case of a claimant who employed a unilateral problem solving method of preparation for the negotiation and the adjuster who just wanted to get the best for his side without much, if any, preparation. The winner in this case is clearly the claimant who, to use Menkel-Meadow's (1984) analysis, wanted to have the benefits of problem solving while acting competitively. Clearly, the claimant was able to get what he wanted using this strategy, and it is not suggested that the method used in the illustration is ineffective or that some other approach should have been used. What is suggested is that this case is a stark example of a negotiation that does not employ joint problem solving and that accordingly one should not be surprised to find that the interaction does not resemble that of an effective group. Given the lack of integrative potential in the example as given, it was an unlikely candidate for group problem solving. However, using an objective standard is not always the most effective way to deal with a distributive problem because it can lead to an escalating value clash over principle (Moore, 1996; Pruitt and Carnevale, 1993).

Some authors such as Corry (2000) and Lewicki and Litterer (1985) have read Fisher et al. (1991) as supporting joint problem solving. Although there are parts in which true joint problem solving is illustrated, in the main they recommend proceeding without reliance on trust and with caution on the amount of information being shared; that is, a process of problem solving that is
not joint. However, the illustrations they give for joint problem solving are all, as noted above, consistent with the parameters of the aggregate-team analysis.

Lewicki and Litterer

Lewicki and Litterer (1985) in their text on negotiation understand integrative negotiation to be the equivalent of joint problem solving: joint and open dialogue, frank sharing of information; a collaborative frame of reference; a common or shared goal; and a commitment to work together to attain it. They note these requirements can make integrative bargaining difficult in a mixed motive situation, and they give as a successful illustration partners in a business who must create profit and then deal with how it should be distributed. They suggest (p. 103) “good collaboration is akin to group problem-solving.” Regrettably, they do not address the issue of why such collaboration is only “akin” to working as a group. However, unlike some other writers, they do address the mixed motive directly, and they propose an appropriate example of how that can be dealt with, a business partnership. It is submitted that a business partnership is clearly a group, also a very effective one, and one that fits the aggregate-team model.

The Camp David Summit

The Summit held by United States President Carter at Camp David in 1978 provides a focal point for two different perspectives from the fields of social psychology and conflict resolution that help sharpen the focus on the overall concept of what constitutes a group in a negotiation setting. The first perspective is provided by the social psychologists Hare and Naveh (1984). They view the U.S., Israeli, and Egyptian delegations who attended the summit as one group composed of various subgroups, and they analyze the behaviours of the group and its subgroups for conformity with Hare’s (1982) theory of group development.
Conflict resolution theorists Fisher et al. (1991) provide the second perspective. They view the principals of the negotiation as the Israeli and Egyptian delegations led by Prime Minister Begin and President Sadat, respectively. In their estimation the two nations were locked into a non-productive and polarized positional conflict in which there was no negotiation being carried out, and they review the summit for evidence of President Carter's success as a mediator. In brief, Hare and Naveh (1984) saw a creative problem-solving group, while Fisher et al. (1991) saw disputants who were not interacting productively and were in need of help from a third party to provide creative problem solving.

Hare and Naveh (1984, p. 300) acknowledge that the activities at the summit "were not those of a single small group whose members met together for a series of meetings that might be easily classified according to group development stages," rather the activities were carried out between and within the three delegations. Nevertheless, Hare and Naveh (1984, p. 301) conclude that "all of the participants were at Camp David to implement the same goals so it is possible to consider all of those present as constituting a single group with the three delegations and the other smaller groups that were later formed as subgroups." They considered the principal subgroup to be composed of Begin, Carter, and Sadat. A second and important subgroup was composed of President Carter (assisted at times by his Secretary of State, Cyrus Vance), Israeli Attorney General Aharon Barak, and Egyptian Under Secretary of Foreign Affairs Osama el-Baz (Carter, 1982). The common goal of the Summit, according to Hare and Naveh (1984), was to sign the framework for peace in the Middle East and the one for an Israeli-Egyptian peace treaty. Fisher et al. (1991) view Egypt and Israel as far too locked into adversarial tactics to be able to be productive participants in a negotiation. In their view a mediator, Carter and his staff, who shuttled between the parties presenting various drafts, the One-Text Procedure, was the best way
to proceed. Such an approach kept the parties separate, and prevented their counterproductive interaction.

These two perspectives, which appear to be antagonistic, may be another example of the application of the parable of the blind men describing the different parts of the elephant that they are examining an accurate view of a part but not of the whole. It is suggested that there was an unproductive relationship between Begin and Sadat as Fisher et al (1991) observed, and that it motivated Carter to shuttle between the two men and their delegation using the One-Text Procedure to present various draft accords. At the same time Carter formed a successful small drafting group (noted by Hare & Naveh, 1984, to be a subgroup) that was able to resolve various conflicts and help prepare drafts that were acceptable to the Egypt and Israel. However, it is suggested that viewing the three delegation together as constituting a group is tenuous at best and that the successful application of Hare’s group development stages is better viewed as being attributable to the drafting group in their capacity as negotiators on behalf of their respective constituencies, and their ability to work with Carter in his efforts as a mediator.

According to Hare and Naveh (1984) Carter, Begin and Sadat formed the central subgroup of the summit meeting. When Begin and Sadat arrived at Camp David, President Carter (1982, p. 328) felt there “no compatibility at all between [them] on which to base any progress. This warmer relationship would have to be created from scratch.” Carter soon found out that they would remain incompatible throughout the summit. He noted “almost any discussion of any subject deteriorated into unproductive argument, reopening the old wounds of post political or military battles (p. 355).” For the last ten days of the thirteen-day conference “the two men never spoke to one another although their cottages were only about a hundred yards apart (p. 333).” In their first private meeting, Carter found Begin entrenched in old Israeli negotiating positions, and
expecting that the summit might arrive at agreement on some general principles, but not on concrete decisions for peace accords. (After the application of some pressure from President Carter, Begin changed his approach to one of seeking some concrete decisions.) In his first private meeting with Sadat, Carter found that the Egyptian opening position was “extremely harsh and filled with all the unacceptable Arab rhetoric (p. 310).” However, Sadat made it clear to Carter that he, as opposed to the members of his delegation and his broader Arab constituency, was prepared to be flexible and make concessions.

Begin and Sadat only met twice during the summit (once on the second day, and once on the third day); both times were in the presence of Carter. The first meeting dealt with some housekeeping issues prior to Sadat reading his “extremely tough and unacceptable proposal” (Carter, 1982, p. 345). The interaction by Sadat and Begin was stiff, formal and tense, but ended on a positive note when Carter said at the end of Sadat’s reading of the demands that Begin could save everyone a lot of time if he just signed it; the three men broke into gales of laughter.

The second meeting was far worse than the first. Carter (1982) noted the following: Begin was brutally frank in his response to Sadat; long heated arguments broke out frequently; all restraint was gone as Sadat and Begin pointed fingers, shouted, and pounded the table; mutual feelings of bad faith were evident. The Sadat-Begin meetings were a failure and the summit was in imminent danger of collapse (Hare and Naveh, 1984). Carter decided to separate the two. “Sadat and Begin acted primarily in the antagonistic roles of heads of states rather than as negotiators” (Hare and Naveh, 1982, p. 313).

Carter then began to act as a shuttle diplomat between Sadat and Begin attempting to broker an agreement using various drafts agreements along with a considerable amount of personal and
political pressure. In all there were some 23 drafts (Carter, 1982) interspersed with meetings with each of the delegations. Although some progress was made in this manner in the period between the third day and the ninth day, in general “they were unable to work out acceptable wordings or strategies for handling all the pertinent issues” (Hare and Naveh, 1984, p. 314).

The breakthrough came with the creation of “a special drafting team” (Hare and Naveh, 1985, p. 130) composed of Carter, Vance, Barak, and el-Baz. With the addition of this drafting group the One-Text-Procedure began to be very productive (Carter, 1982; Hare and Naveh, 1984, 1985). Carter (1982) found Barak had Begin’s trust and could help influence him to agree to the positions that were being drafted, and he found that el-Baz, the most militant of the Egyptians, could craft positions acceptable to the Egyptian delegation and the Arab constituency. If el-Baz was too militant, Carter could rely upon his friendship with the more moderate Sadat to override him. Hare and Naveh (1984) note that the creation of this group was a very creative move that produced a draft that was very close to the final version. They noted that Barak and el-Baz were well suited to this task because of prior Israeli-Egyptian negotiation experience, drafting skills and sensitivity to the issues. Carter (1982) noted that their fluency in English permitted them to understand the nuances of difficult expressions of language with which they had to work. The group did not resolve two difficult issues: removal of the Sinai settlements and the disposition of East Jerusalem. In the final agreement these issues were bypassed: the Knesset would decide the issue of the Sinai settlements, and the difference regarding East Jerusalem were acknowledged by letters attached to the agreements.

It is suggested that the two meetings held amongst Carter, Begin, and Sadat were not the meetings of a group or a subgroup. Hare and Naveh (1984) suggest that the participants had a common goal as a basis for being so categorized, and that goal was to reach an agreement. This
form of common goal was discussed earlier, and it was noted that its vagueness made its usefulness suspect. This case illustrates the problem well, the common goal of seeking peace really meant the other side must change its position; there was not common action envisaged that could resolve the difficulties, nor was there a common predicament that affected the two sides. It is suggested that this is the reason the two meetings were so unproductive, and why the second meeting was so rancorous. The interaction between the two men was minimal, and when it existed it was formal and strained. They did not consider themselves to be in a common predicament; in fact they found themselves to be very different situations. There was a gulf between the two men in their values and interests and clearly there were no group norms governing their conduct. President Carter clearly considered them incapable of unified action, and they clearly did not describe themselves as a unity. Their personal motivation was compromised by the fact that both constituencies considered that they might have more to gain by not reaching an agreement, if it were properly structured to make it look like the other party's fault (Carter, 1982; Hare and Naveh, 1984). They were also resistant to mutually influencing one another in a negotiation context. Clearly Carter realized that the men began the meeting being as incompatible, and therefore he wished to create a warmer relationship. Equally clearly, the relationship between the two men was not capable of being developed, and they remained incompatible and their continued interaction threatened the imminent collapse of the summit (Carter, 1982; Hare and Naveh, 1984). Thereafter, Carter wisely kept them separated, and began a new initiative of shuttle diplomacy that kept them apart. This latter stage interaction, which kept the delegations separate while Carter prepared various draft agreements, cannot be considered to the interaction of a joint group until the Barak and el-Baz join them.

The drafting group, it is suggested, is the only joint group that was formed at the summit. It is further suggested that it was this creative group that provided the joint problem solving observed
by Hare and Naveh (1984). This group was marked by its intense interaction (Carter, 1982). They clearly had a common goal of creating proposals that would resolve the differences between the Israeli and Egyptian delegations. They shared a common predicament; nothing else was working and the summit was going to fail unless somebody did something. The unit worked together as a team. They developed a norm of working on what they could solve and left for others what they could not (Hare and Naveh, 1984). They compare favourably to the example given by Fisher et al. (1991) of the two judges working to produce a joint judgment. They fit the aggregate-team parameters well.

It is suggested that all of the illustration of what a problem-solving group looks like by the writers reviewed (with the exception of those by Hare and Naveh, 1984, that were just differentiated) supports the finding that joint problem solving in a negotiation context is done by groups that are similar to business partners or judges writing a judgment or a drafting team. None of the illustrations are examples of aggregates, and often they are examples of groups that are near the team end of the aggregate-team spectrum.

**Evidence of Group Development**

Other than the reference by Hare and Naveh (1984), no direct reference was found to the concept or stages of group development in a negotiation context in the literature reviewed. However, there are clear references in the literature to stages of development when it comes to joint problem solving, but without reference to group. In two areas there is a strong correspondence to Tuckman's stages of storming and performing. Pruitt (1981) suggests that a two stage sequence, from a harsh or contending dispute to problem solving occurs because of the following: finding problem solving to be a better alternative; inducing a better understanding of their own interests:
and, from having had the opportunity to clearly and dramatically learn what each others limits are. Pruitt and Carnevale (1993) put it this way:

What usually happens is that struggle seems initially advantageous to one or both parties, but its defects become more apparent over time. The costs of struggle often increase to the point where they become prohibitive. Experience shows that the other party cannot be exploited or pushed around; or the other concedes for a while and then become resistant to further pressure. The parties enter what Touval and Zartman (1985) call a hurting stalemate. As struggle loses its allure, other forms of separate action may be considered, but they also have their problems: for example, tacit coordination cannot produce the kind of fine-tuned agreement that is needed to end the controversy. Finally, the parties turn to negotiation or meditation. (Pruitt and Carnevale, 1993, pp. 6-7)

Rubin et al. (1994) analyze the progression in a similar manner, noting that a stalemate can lead the parties, perhaps grudgingly, to the conclusion that they are interdependent and that joint problem solving is their best approach. President Carter (1982) explicitly noted that a stalemate preceded a productive collaborative effort with El-Baz and Barak.

Walton and McKersie (1991) make a similar point while using the language of change. They note that one event that can have a significant effect in unfreezing the pattern of conflict interaction is the onset of a long and intense strike. "A type of unfreezing occurs because of the trauma and catharsis associated with the strike and because it brings the parties to a new realization of the costs of deficiencies associated with the previous pattern" (p. 200).

Another related perspective on the issue is the concept of "ripeness." Pruitt and Olczak (1995, p. 68), apply the term to negotiation and say that when "both sides are motivated to escape conflict, the situation is said to be 'ripe' for resolution, a term employed by scholars in the field of
international relations (Kriesberg, 1991; Rubin, 1991, Zartman, 1989). They cite the following factors: the parties perceive that they are in a hurting stalemate and suffering costs in a struggle they cannot win; they fear, have experienced, or have risked a recent catastrophe associated with the conflict; or they perceive an enticing opportunity for a solution. One of the factors that Emond et al. (1997) suggest as indicative of success in mediation is the question of ripeness. A case is said to be ripe when it has aged to the extent that the conflict has surfaced as a dispute but before it has escalated to such a degree that mediation is not possible; when information has been exchanged but before the parties have become entrenched in the litigation mode. It is often difficult to tell if a case is ripe until the parties have tried to resolve their dispute. Lieberfeld (1999) cites five key areas that shift to produce ripeness: diminished coercive option, untenable status quo, enhanced negotiation option, leadership change, no alternative partner, and a decision to negotiate. In brief, frustration with an adversarial approach that has lead to stalemate, and a realization of the opportunity (if it exists) to move forward together.

From the industrial relations perspective, Weiss (1996) suggests that when parties are resistant to mutual gains negotiations it sometime helps to let things reach a crisis. Corry (2000) says that a period of conflict is often necessary for union management to look beyond the easy options in search of those that will provide for more joint profit. He suggests therefore that in the first phase of collective bargaining the parties must emphatically outline their interests and engage in a period of intense conflict prior to moving toward the second phase, which will involve integrative bargaining.

The introductory stage of forming is one that is experienced by new groups, or by existing groups confronted with a new task or issue. Little reference to it was found in the literature, save the following comment by Pruitt (1981):
The desire to avoid conflict is found when each party is attracted toward or dependent on the other party but is distrustful of the other’s opinion of the self (Hancock & Sorrentino, 1980). Such sentiments, which have been termed false cohesiveness (Longley & Pruitt, 1980), are especially common at the beginning of a relationship when people are feeling each other out. If follows that agreements reached in the earlier stages of group development will often be less integrative than those reached in later stages or in relations between people who do not know each other.7 (p. 193)

Although a careful reading of this segment in context reveals that Pruitt is not advocating the thesis put forward here when he uses the words “group development,” it is clear that he suggest that the initial stage of relationships of disputants are marked by a sense of feeling one another out. This is similar to Tuckman’s (1965) comments about the forming stage as one of orientation in the task and interpersonal realms. Pruitt’s comments appear to be directed toward the interpersonal aspect rather than the task realm, leaving the task area unsupported, but as Tuckman (1965) notes with respect to the absence of emotionality in laboratory groups, in some cases the lack of a specific feature is understandable. It is not difficult to think of disputes that arise quickly amongst group members or strangers that lead quickly to a storming condition that flows from the interconnectedness of the disputants in respect of the matter in dispute. In the storming phase Tuckman (1965) notes that interpersonally there is a resistance to group structure formation, lack of unity and much infighting, and key issues tend to be polarized.

In the norming stage structuring takes place and norms are generated that enable the transition to the performing stage. It is in the norming stage that Tuckman (1965, p. 386) says group cohesion is developed and one finds created “group-generated norms to insure the group’s existence.” He adds that at this stage there is an exchange of views and information, and the group becomes an entity. “In all cases one sees information being acted on so that alternative interpretations of the
information can be arrived at” (p. 387). It is this aspect of group development that is critical to the thesis put forward here. The collectivity actually becomes a group entity in order to deal with the challenge facing it by becoming “a problem-solving instrument” (p.387). The literature review is clear that information needs to be exchanged in order to facilitate problem solving, yet the risks of doing so are ever-present. It is suggested here that the group-generated norms are the way this is accomplished; that is, by setting up the rules of engagement for any distributive or competitive issues: see, especially Fuller (1971), above. Some support for this stage is found in Rubin et al. (1994) when they note that the transition from stalemate to joint problem solving there is a grudging realization of interdependence. Walton and McKersie (1991) speak of unfreezing to describe a shift in perspective, and ripeness connotes a stage that allows joint action to be viewed as viable. Higgins (1997) observes that a paradigm shift needs to take place in order to embrace collaborative problem solving. In other words, a norming stage that moves the parties from an “us-them” to a “we” perspective, the very result that was captured in Pruitt’s (1981) “We/I – Index.” Speaking of the Collaborative Law experience, MacDonald (2000) notes that it is only when the lawyers and clients realize that they must work through to a solution or fail, that they the creative potential of the approach emerges. As Tesler (2000) describes the transition, it is at this stage that the four people realize they have the responsibility of solving the problems for both of the parties to the dispute that true progress is made.

As to the adjourning stage, no direct reference to the sadness of the group breaking up was found in the literature, although there was reference to the development of liking one another. To the extent that such attachment is developed, one might infer it upon a break up. However, as Tuckman (1965) noted in about the laboratory groups who existence was brief; for example only a matter of a few hours, the stage of emotionality was absent. However, it was nonetheless a group.
The literature is not as strong when it comes to dealing with forming and norming, and no reference was found that dealt with adjourning, a stage that was not contained in Tuckman's original formulation (Tuckman, 1965). On the other hand, it is important to note that there was nothing in the literature that in any way negated the existence of any of the stages of group development. Therefore, if this aspect of the definition were to be used alone as a basis for proof for the existence of a group, it would clearly be weaker than the other two branches of the framework.

An area that was mentioned frequently in the literature dealing with developmental stages was the capacity of the parties to do joint problem-solving work. It deserves to be mentioned at this point because it illustrates the important relationship between a group's development and its capacity to perform a particular task or respond to a particular challenge. Pruitt and Olczak (1995) point out "all the motivation and trust in the world cannot make negotiation succeed if people lack problem-solving training" (p. 66). They note that problem-solving training was successfully used in marital therapy to combat a relapse to prior unproductive conflict interaction once therapy was terminated. Thus when new issues arose in the marriage that were not covered by the marriage contract developed during therapy, the couples were able to successfully deal with them without reverting to prior unproductive techniques. The authors said the following:

Problem-solving training now supplements the mediation of contract in most marital therapy. Husband and wife are taught skills of listening, communicating clearly, avoiding efforts to pin the blame on the other, posing issues that involve both parties' needs, reconceptualizing these issues if the are unproductively formed, and brainstorming for solution to issues. In addition to developing individual skill, spouses learn to interact productively with each other. Under the watchful eyes of the therapist, they practice a
coordinated joint routine and develop a nonprovocative, common vocabulary with a shared set of meanings. (Pruitt and Olczak, 1995, p. 66)

Pruitt and Olczak (1995) note that the combination of marital contracting and problem-solving training has been more successful than either method used alone. They also note that in some cases assertiveness training may be a helpful supplement to problem-solving training if one of the parties is too timid or fearful to participate effectively. The authors also note similar results using anger control. Irving and Benjamin (1995) support the use of a similar concept when they deal with Therapeutic Family Mediation; in that case a step is added before, or if necessary during mediation, for those whose relationship dysfunctionality renders them incapable of going directly to mediation or continuing with it. This added stage focuses on remedying the situation sufficiently so that the person can participate effectively. Rubin and Brown (1975) have noted the importance of a party's interpersonal orientation; that is, one's sensitivity to interpersonal aspects of the relationship and responsiveness to the other party's behaviour. They found that high interpersonal orientation coupled with a cooperative motivational orientation helped lead to effective negotiation. This need for added capacity illustrates the fact that being a well-developed group is a necessary but not sufficient condition for joint problem solving.

Summary

It is submitted that the analysis of the literature using the individual categories of the definition of a group support the thesis put forward in this paper. The analysis based upon the view of a group as a whole comes to the same conclusion, thus confirming the thesis. The analysis based upon the stages of group development is not as strong as the other two, but it still provides probative evidence of the thesis. It clearly is an area that would benefit from more primary
research. It is suggested that the three-part framework review of the literature strongly supports the thesis put forward in this paper.
Analysis and Discussion

This part deals with two things. The first is a discussion of some key aspects of the small group framework analysis used in the literature review. The second deals with some theoretical and practical applications of the thesis.

Key Aspects

The Interrelationship of the Categories of the Definition

When parties to a dispute are acting in a competitive manner, few of the categories of the definition apply. If one thinks of the interaction between Prime Minister Begin and President Sadat at Camp David, as compared to the interaction amongst President Carter, Barak and el-Baz, or if one thinks of the examples given by Fisher et al. (1991) of the dispute between the claimant and the insurance adjuster as compared to the two judges writing a judgment, the comparison is marked by the fact that in the competitive mode few of the categories of the definition of group apply, while in the cooperative mode virtually all of them apply. In the competitive situation there is interaction, but the nature of the interaction is very different and it is marked by the lack of the characteristics dealt with in the other categories of the definition; for example, norms of fair fighting do not regulate key areas of the conflict, they do not conceive of themselves as facing a common predicament, nor do they perceive any common goals. The competitive situation is characterized by the following: participants conceive of the situation in terms of “us-and-them” as opposed to “we”; and, there is no benefit seen in acting as a unit. In the competitive situation the parties do have the ability to ability to influence the situation that confronts them, but they view that influence in the context a win-lose outcomes; that is, a zero-sum game. Therefore the motivation is to gain an advantage at the cost of the opponent.
In the competitive situation, if one used only the following attributes of the parties' behavior: interaction, mutual ability to influence the outcome of the negotiation, and a sufficiently broad definition of common goals in order to include a desire to end the conflict or dispute, then it would be possible to categorize the parties in such a situation as a group (see Hare and Naveh, 1984). The claimant-adjuster negotiation in Appendix B is an example. However, if such competitive negotiators constitute a group, it is clearly an undeveloped group that is stuck at the storming level, and not yet capable of functioning as an effective group. Therefore, it is of little practical significance to the thesis put forward here whether one concludes that negotiators in such a situation are an immature and so ineffective group in the storming stage or that they are not a group at all. In either case they clearly are not a problem-solving group. An approach that would be consistent with the focus of the thesis would be to consider them as a potential performing group whose ability to develop further would depend on further analysis. (See Assessing the Potential for Group Formation, below.)

In the context of a problem-solving group like President Carter, Barak and el-Baz, or like the examples given by Fisher et al. (1991) of two judges writing a judgment the situation is the opposite of the one discussed above. Like the competitive situation, there is the ability to influence the matter at hand and there is interaction amongst the parties; however, they are of very different kinds of interaction and mutual influence. The interaction is characterized, indeed conditioned, by the presence of the other aspects of the definition. They view themselves as being in a common predicament, and that encourages a common solution. A common solution means that their individual motivation can be served within the context of that joint solution, and that working together as a unit can advance the common goal. This in turn permits their mutual ability to influence the situation to be exploited cooperatively rather than in an adversarial
manner, and that in turn helps encourage the growth of structures and norms that will regulate the manner in which they will interact. It is important to note that the categories are not just present at the same time, but they clearly are interrelated and interact with each other. If one characteristic begins to disappear, the impact on the whole is likely to be significant. The following categories deserve special attention because of their importance to group formation and development in a negotiation setting: the structured nature of the relationship, especially through norms; and, the existence of a common predicament for which common goals can be a solution.

The Critical Category of Structured Relationships

Although all of the categories of the definition of a group are important to the existence of a problem-solving group, there is one that is critical, and that is the structuring of the relationships by the creation of norms that control or police the interaction between the parties in matters of consequence (Sherif et al., 1961). Norms must not only exist in order to control the interactions of a group, but they must be strong enough to overcome other loyalties or interests that could work against them; for example, loyalty to an existing group or constituency that the party represents in a negotiation, or even a selfish interest in getting the lion’s share of the deal.

Fair fighting norms are necessary to regulate conflict and to permit the safe exchange of information (Pruitt, 1995; Pruitt and Carnevale, 1993; and Walton and McKersie, 1991), and in the case of joint problem solving they provide a protection against hard bargaining. The power of norms to police group behaviour is well illustrated by Sherif and Sherif (1964) in their study of inner-city youth gangs and the norms that applied when the gang members were playing basketball. If a gang was playing basketball against another group, the members of the gang
considered that it was all right to intentionally foul another player on the opposite team provided one could get away with it. However, in games played amongst their own members, fouling of him was against the norms, and usually brought forth strong reprimands. The parallel to Walton and McKersie’s (1991) hard and soft bargaining is striking; and also to Pruitt and Carnevale’s (1993) reference to fair fighting. Kurtzberg and Medvec (1999) describe a helpful example of a norm governing a negotiating situation with distributive aspects that most people have encountered in one form or another; selling or buying something from a friend or colleague. They describe a situation where a person is looking for second-hand sports car and then learns that a colleague at the office has one for sale that would just be ideal. They discuss the person’s hesitation to purchase a car from a friend, and that person’s consideration of negotiating a sale with a used car salesman instead. They suggest the reason that the prospective purchaser would consider such an option is the fear of harming the relationship by breaching a norm of fair dealing should the car not perform well shortly after it is purchased. The norms in play in such a situation cause either the buyer or seller to question their conduct in what in other circumstances would be just “doing business”: Should I have know about the defect? Should I have checked the car more carefully? What should be done now? Dare I ask for a cash adjustment?

If norms are not established, or if established not enforced, the benefits of joint problem solving can be lost. The less serious consequence that results is that all the parties shift to some form of competitive approach that may seek to gain the benefits of problem solving by unilateral action, or they may seek to obtain an adversarial outcome that favours them. The more serious consequence occurs when the there is a mismatch of approaches that can be harmful to the interests of one of the parties. As Walton and McKersie (1991) and Raiffa (1993) confirm, assuming that you are both joint problem solvers, and that it is therefore safe to exchange important information, can be fatal if the other party is proceeding on a competitive and
adversarial basis. MacDonald (2000) makes the same point from the perspective of the Collaborative Law approach. He suggests that a Collaborative Law lawyer cannot negotiate with a lawyer using a different approach. He suggests two reasons: the collaborative model requires specific conflict management skills; and second, the Collaborative Law model requires a high degree of trust between the lawyers. To comprehend the disadvantage of providing information in an unwarranted context, one need only consider the impact of disclosing your bottom line to the salesman when you go to a used car lot, or showing you cards when you make a poker bet.

Even when a negotiation is proceeding on a joint problem-solving basis, there can be changes in circumstances that can change a party’s loyalty to the norms generated or adopted by the group. This can easily arise when there are negotiators acting on behalf of other parties or constituencies (Walton and McKersie, 1991; and Rubin et al. 1994). An agent-negotiator may decide that on a certain issue his or her loyalty must rest with the principal, or the principal may give instructions to the agent that must be followed. In either case, it can lead to a breach of the norms of fair fighting developed amongst the agent-negotiators, and a potential unraveling of the ability to work together.

Thus, creation and maintenance of the norms that ensure that the behaviours of the parties are adequately regulated can be of critical importance. As Sherif et al. note (1961, p. 12), “groups are not transitory affairs,” and so time becomes a factor. How much time is required for norm development is not a matter of mathematical precision, but as Tuckman (1965) notes, groups can be formed in a laboratory setting in a matter of hours, and Sorokin (1970) speaks of group durations as short as moments and seconds. The critical importance, yet fragility, of norms raises the issue of what will ensure the primacy of the norms over other interests that may pull in the opposite direction, a matter taken up in the next section.
Integrative Potential and Subordination of Competitive Behaviour

For joint problem solving to be effective in a mixed-motive negotiation, the norms of the group must be able to subordinate or dampen the competitive motivation arising from the distributive aspects that are present in the situation. In other words, the group must demonstrate coherence in the face of divergent interests. Some important contributing factors to such coherence are agreement on norms, common goals and shared understandings (Shepherd, 1964). In the language of the framework used here: being in a common predicament for which joint goals can be a solution are important underpinnings to norm formation and maintenance. For that to happen it is necessary that the integrative potential be sufficient to subordinate competitive behaviour that results from the distributive nature of any mixed motivation situation.

A useful perspective on the importance of common goals is found in Sherif et al. (1961). In their famous Robber’s Cave experiments in Oklahoma in the mid 1950s they used common goals to unite young campers into two in-groups. They chose goals with common appeal and which necessitated them facing a common problem and its solution. Such goals necessarily required cooperation and reciprocal relations within the group; e.g., getting a meal when they were hungry. Having created two groups, the experimenters were able to create a mutually hostile attitude between them. Once that was done, they were able to test effective ways to achieve integration between the now hostile groups. They found that they could do so by using superordinate goals: “goals which cannot be easily ignored by members of the two antagonistic groups, but the attainment of which is beyond the resources and efforts of one group alone” (p. 28). The type of goal used to achieve integration was similar to the methods used to create the initial groups; that is, satisfying some important interest or need such as getting water or food. Based on a 1949 experiment of the same nature the experimenters found that a common enemy
can and did unite hostile groups. However, they rejected that approach in this instance because it widened the area of conflict; yet, it was clear that mere contact or common activity (eating together or shooting firecrackers) without a common goal did nothing to integrate the groups, and hostility remained at the same level. President Carter experienced a similar result at the 1978 Camp David Summit where small space, informal settings and dress, and opportunities for the delegations to interact socially did not help improve the interaction amongst them (Hare and Naveh, 1984; Carter, 1982).

The distinction in terminology between the common goals that necessitated cooperation and the superordinate goals that could only be attained through joint group action appears to be that the latter applies to existing groups and the former applied to initial group formation. In both situations individuals are confronted by a common dilemma or problem that requires cooperative action to resolve. The experimenters noted, in the context of creating the initial groups from the boys who arrived at the camp, that when "a group is faced with a situation involving common goals or deprivations, group activity would arise [in the form of problem solving]" (Sherif et al., 1961, p. 36). In this context they appear to have been using the word "group" in the phrase "a group faced with a situation" in the sense of "a small number of individuals in a togetherness situation"; that is, an aggregate, and not in the more technical sense of a small group, which they defined as "a social unit consists of a number individuals who, at a given time, stand in more or less definite interdependent status and role relationships with one another, and which explicitly or implicitly possesses a set of norms or values regulating the behavior of the members at least in matters of consequence to the group" (p. 8).

Regardless of the exact technical meaning ascribed the term superordinate goal; the concept is helpful in understanding whether joint problem solving is able to occur in a mixed motivation
situation. In a conflict situation between parties who are not already a group, the most logical superordinate goal would be something based in the integrative potential in the dispute. That integrative potential must be sufficiently strong to subordinate the competitive goals of the parties that can arise from the distributive potential found in a mixed motive situation. To use Lax and Sebenius’s (1986) terms, the potential value created must outweigh the interest in claiming a party’s share.

Not only must the superordinate goal lead to subordination of the distributive interests inherent in the situation, but it must also, as Sherif et al. (1961) noted, require the parties to work together. In the negotiation situation this would mean that one party cannot effectively problem solve the situation unilaterally. Therefore if the goal is truly one that can only be obtained jointly, and it can subordinate the distributive or claiming goals, one might then expect that the parties would have a motive not to withhold information or to deceive the other party. This may be a difficult criterion to meet in the mixed motive setting. For example, Corry (2000) says that “although there has been considerable discussion of union-management co-operation and mutual gains bargaining, this represents only a small minority of the Canadian industrial relations sector” (p. 98). He adds that “Professor Downie” concludes that the negotiation process is inherently adversarial and the majority of items on the bargaining agenda are inherently distributive and divisive, rather than integrative and co-operative” (p. 99). In such situations, problem solving separately or sequencing or isolation, as suggested by Walton and McKersie, (above), will likely be more successful than expecting to be able to problem solve the situation as a whole.

When one reflects on the examples of the two judges writing a joint judgment or of the shipwrecked sailors given by Fisher et al. (1991), the superordinate character of the goals is
apparent. It is clear that both of these situations are low in distributive potential. However, when the sample negotiation with the claim adjuster and the claimant (see Appendix "B") is considered, there is clearly no superordinate goal being pursued. Common goals generally support the creation and maintenance of unity and cohesion, as well as being integrally connected to the creation of norms. It is important to note that if a conflict arises in an existing group, a family or a business partnership, existing common goals may be sufficient to subordinate the distributive ones.

The superordinate character of a common goal must be sufficient to subordinate the distributive motive inherent in the negotiation situation, but it is not necessary that it be eliminated. One does not expect that business partners never any disagreement about who gets how much of the profit. It is sufficient if the bargaining urge is dampened to the extent that hard bargaining can be suppressed by the policing action of norms. If that occurs, then problem solving can take place.

**Practical and Theoretical Applications**

**An Aid to Analysis**

The thesis helps to aid in the analysis of negotiation theory. It helps, for example, to augment and clarify part of Menkel-Meadow's (1984) ends-means matrix; see figure 1, above. In that analysis she notes that the ends or goals of a negotiation can be adversarial or problem solving, while the means used to reach them can be competitive or co-operative. The thesis helps differentiate a problem-solved goal obtained by cooperative means (open problem solving) from the closely related one of pursuing the same goal by competitive means (closed or limited problem solving), and it does so by giving a more accurate picture of the problem-solved objective reached by collaborative means by demonstrating the necessity that the parties
constitute a group. Simply put, open problem solving implies the existence of a group, and closed problem solving does not.

With the clarity thus achieved in the open problem-solving model, it is easier to analyze the differences in other theoretical works. For example, the work of Rubin et al. (1994) and Fisher et al. (1991) have a superficial similarity when it comes to the analysis of the strategies available in a negotiation. Fisher et al. (1991) speak of hard bargaining (demanding concessions), soft bargaining (making concessions), and principled negotiations. Rubin et al. (1994) divide the negotiation strategies into contending, yielding, and problem solving, and they define problem solving as “working jointly to solve the problem at hand” (p. 4). Initially it would seem that Fisher et al. (1991) have the same concept in mind, because they say the “participants are problem solvers” (p. 13). On the surface of things it appears that they are describing open problem solving, and it would appear that there are a number of authors who have the same view (Corry, 2000; Allred, 2000; Paquet et al., 2000, Weiss, 1996; Wetlaufer, 1996). However, on closer examination of Fisher et al. (1991) it appears that principled negotiation includes the concept of open problem solving (the example of the two judges writing a judgment is a good illustration), but it appears that it also includes limited problem solving (the example of the claimant and the insurance adjuster is limited problem solving if not rigidity).

The different views can be reconciled with the ends-means matrix easily enough once the distinctions are surfaced and recognized. Fisher et al. (1991) focus on achieving a problem solving result or outcome from a negotiation and that leads them to include open and closed problem solving in their concept of principled negotiation. Their concept of hard bargaining would be the equivalent of rigidity (adversarial ends and competitive means), and their concept of soft bargaining would be the same as compromising (adversarial ends and cooperative
Rubin et al. (1994) on the other hand focus on the cooperative nature of the means involved, and they would equate problem solving with open problem solving, contending with both rigidity and closed problem solving, and yielding with compromising. Once the concept of a group is introduced it is easier to sort the work of these authors into the appropriate categories.

The difference between limited and open problem solving is the presence or absence of joint or group action. This is an important distinction to bear in mind when reading Fisher et al. (1991) because much of the book is devoted to separately solving a problem and using the information effectively in a competitive manner. It makes sense then that they advise not to base a negotiation in trust. In a mixed motive non-group situation, where there are no norms generated between the parties that permit one party to trust that the other will not behave as a hard bargainer, this is good advice. It is not suggested that one method is better than another for a specific situation. Rather it suggested that principled negotiation and its advice of separating the people from the problem, focusing on interests, choosing from amongst many options, and using objective criteria is good advice that is best employed with the additional knowledge of whether the parties are acting cooperatively as a group or separately and competitively.

It is important not to suggest that the parties to a negotiation act jointly or collaboratively by following all of the advice given by Fisher et al. (1991), because much of the advice is not directed at such a situation. Corry (2000) and Weiss (1996) do not make that distinction. This is unfortunate because they work in the field of industrial relations in which the necessary condition of being a group may help explain why there is so little use of mutual gains or joint problem solving in that area. There is in fact a predominance of distributive bargaining patterns in industrial relations despite the work of industrial relations consultants like Walton and McKersie (1996), Weiss (1996), and Corry (2000). It is also clear that mutual gains or
collaborative problem solving is not the norm in Canada, and the majority of items on the bargaining agenda are distributive (Paquet et al. 2000; Corry, 2000). In these circumstances, one would not expect to be able to generate the superordinate goals that are needed to generate norms that make a general joint problem solving approach possible. So long as the issue is who should get most of the profit generated by the enterprise, an adversarial approach is likely to be the case. When the capacity of the organization to survive economically becomes an issue, one might expect to find joint action. The Inglis situation, referred to above, was such a situation, and it generated joint action, but even then, only within a collective bargaining context. Even if joint problem solving is possible, it may not lead to more economic gains for unions. For example, Paquet et al. (2000) found that in the Canadian context interest-based bargaining led to more union monetary concessions.

**Fine Tuning the Response to the Conflict Situation**

Sander and Goldberg (1994) in an article descriptively titled, “Fitting the Forum to the Fuss: A User-Friendly Guide to Selecting an ADR Process,” the authors examine the suitability of various dispute resolution options from the interest perspectives of the public and the parties to the dispute. In doing so they look at mediation, and various other processes for resolving a dispute (e.g., mini-trials, fact finding, arbitration). This thesis can be used in a similar way for those who need a guide to selecting a negotiation or mediation process that has joint problem solving as a goal. It provides an analytical method of fine-tuning the process for the situation in which the parties to the dispute find themselves. It is critically important to a party to ensure that he or she is not pursuing a problem solving goal by cooperative means while the other party is employing competitive means to reach a competitive or adversarial one (Walton and McKersie, 1991; MacDonald, 2000; Raiffa, 1993). Mixing the two modes of proceeding can lead to one
party providing sensitive information to the other party when that party feels no obligation to
treat it fairly, to reciprocate in kind, or if reciprocated, to do so honestly.

A negotiator or a mediator who wishes to consider resolving a dispute by using a group problem
solving method or any other method involving a group needs to know whether the parties to the
dispute are able to form a group that can perform effectively in respect of the issues they have to
deal with. The analytical framework used in this paper illustrates one way that small group
theory can be used to accomplish such an assessment; that is, by searching for the potential for
creation of the individual traits of a group, potential for being a group viewed as a whole, and for
the capacity to successfully develop into a performing group. One can use the separate categories
of the group definition to create an assessment protocol. For example, dealing with the category
of interdependence, the following questions would be relevant: Are the parties in a common
predicament? Do they see it that way? If not, can their perspective be changed? How long will
that take? The critical area of goals lead to an inquiry of whether there are common
superordinate goals that will subordinate any distributive motives? Can they develop norms that
will ensure that distributive issues are dealt with by soft bargaining?

The area of group development can also lead to important areas of inquiry. Do the situation and
the personalities of some of the parties lead to a conclusion that the storming phase will be
vigorous? Do the parties have the tolerance to deal with such conflict? (See Mansbridge, 1982;
& Rothschild-Witt, 1982.) Do the parties have the interpersonal skills to work through the stages
of development? Finally, taking the situation as a whole, can the parties behave like some known
illustrations of a group that can act effectively in dealing with conflict such as business partners,
judges writing a judgment, or survivors on a lifeboat? For an illustration of a practical
application of this approach to a concrete situation, see Appendix “B.”
Such an analysis can be undertaken on a case-by-case basis or on a program basis. An example of the latter would be the Ontario Government's experiment with a mandatory mediation program (Macfarlane, 1995). In this program the parties to civil disputes are required to undergo at least three hours of mediation. The disputes do not involve divorce and related family matters that are dealt with under a different regime. Currently, the program expects mediators to assist the parties with their communications. An application of this type of assessment would likely result in a finer tuning of the type of mediation that best suited the parties needs. The result might be that joint problem solving will never be of much help, or that it would only work is some cases, or possibly, but unlikely, that it will work in all cases. Whatever the result there are implications for training of mediators and lawyers, and also for generating realistic expectations for the parties in respect of the process upon which they are about to embark.

A Narrower View of the Availability of Joint Problem Solving

It is common to find the popular idea that mediation leads to cooperative problem solving amongst the parties, or that win-win negotiation is the best way to deal with a conflict. However, President Carter (1982) could not generate any joint problem solving between President Sadat and Prime Minister Begin, nor was any likely to take place in the example of the claimant and the insurance adjuster given by Fisher et al. (1991). This is not so say that problem solving cannot take place in such situation; merely that it will not be done jointly by the parties but by the parties separately or through the agency of a third party, such as a mediator. The result of problem solving in a non-collaborative way may lack the degree of commitment that attaches to a solution made jointly by the parties, but it may be the only way to generate a solution, and if so, then it is the best result in the circumstances.
There are many ways to effectively solve a conflict problem between the parties to it; they may do so by working together (joint problem solving); they may work on the problem alone or with some of their constituents (negotiating team); they may allow a third party or parties to do the work (mediator); or the parties may ask negotiators acting on their behalf to work on the problem (many labour management negotiations); or their may be a combination of methods (Camp David, 1978). Success in each case involves will rely upon a person or group of people who are able to sufficiently subordinate the distributive or competitive aspects inherent in a mixed motive situation in order to work on the solution to the problem, while at the same time obtaining as much information as possible for purposes of the problem solving, and restricting the use of the information for that purpose only.

The thesis would not only limit the effective scope of joint problem solving, it would not offer the hope that seems implicit in much of the negotiation literature to the effect that joint problem solving, win-win or collaborative negotiation avoids the nastiness of confrontation. The thesis makes clear that the storming phase of group development is a necessary step on the route to effective group performance. It may not always reach the level of a hurtng stalemate, but it will be present. For those who fear conflict (see Mansbridge 1982; & Rothschild-Witt, 1982), or for those who would like to avoid a hurtng stalemate the better alternative may be to use a mediator who does not try to facilitate the parties to come together to reach their own solution. President Carter’s shuttling between Israeli and Egyptian delegations is an illustration of such a technique to avoid stalemate or worse (the On-Text Procedure, according to Fisher et al. 1991).

**Group Management**

Once it is acknowledged that the potential to jointly problem solve an issue in dispute in a negotiation requires the potential to form an effective group, consideration can be given to the
question of managing the task of becoming and acting effectively as a group. The concept of forming an effective group also applies to an existing group that may have moved back to a storming stage of development when confronted with a problem (Laiken, 1994). The literature dealing with small groups that can be of assistance to negotiators and mediators ranges from works on group facilitation (for example, Bens, 1997, and references therein) to works on management (for example, Hersey and Blanchard, 1982; and Blanchard, Zigarni, & Zigarni, 1985).

A useful application of a management theory to group development is found in Laiken (1994) and also in Blanchard, Carew, and Parisi-Carew (1990). These authors both apply Hersey and Blanchard’s (1982) theory of situational management to the management of the stages of group development. Using the approach of these authors and Tuckman’s (1965, 1977) stages of group development leads to the following: in the forming stage one should be directive in one’s actions, in the storming stage one should use a coaching style (directive and supportive actions), in the norming stage one should be supportive with one’s efforts (with little emphasis on direction), in the performing and adjourning stages one should delegate and provide little by way of support or direction. This approach can easily be applied by an interest-based mediator whose aim is to be a process expert who leaves the resolution of the substance of the dispute to the parties (Stitt, 1995). Such a mediator proceeds as follows: introduces the parties, tells them the ground rules, describes how the mediation will proceed, and things of that nature, all of which fit a directive style in the forming stage; next the mediator gets the parties to tell their stories, a time during which the parties may storm and the mediator may need to be directive as well as supportive in order to keep matters in check; a supportive but not directive transitional stage (norming) when the parties need to be helped to see their common interests; and, then a performing stage in which the parties need be delegated the job of brainstorming some options and then agreeing on
which can form the basis of a resolution agreement, a stage with little emphasis on telling the
parties what to do and with little encouragement needed by them (Stitt, 1997; Beer and
Stief, 1997; & Higgins, 1997).

**Skill and Knowledge Requirements for Effective Applications**

If the parties to a dispute are to resolve it by joint problem solving, they must be able to form and
work effectively as a group. To do so, there are a number of skills that they should have:
interpersonal skills and the ability to communicate ideas, feelings and emotions, constructive
management of conflict, to solve problems, and the ability to work democratically (Johnson &
Johnson, 1994; Shepherd, 1964, & Bordone, 2000). In addition to these skills, knowledge of
small group theory and development would help parties to a dispute to understand how to take
action that would encourage the development of an effective group and to take the necessary
action to advance that goal.

The effective use of the skills and knowledge referred to above requires changes to occur in the
cognitive, affective, and psychomotor domains of learning, and therefore an experiential learning
approach would be most effective (Cranton, 1989). Not only should the learning integrate the
three domains of the individual learner, if possible it should also involve all the participants to
the dispute. This is so because a change in a person’s behaviour also requires a corresponding
change in the social environment (Johnson & Johnson, 1994). Common training, where
practicable, is an opportunity to begin building a problem solving group before the dispute is
dealt with. Johnson & Johnson’s comments are noteworthy:

> A person accepts a new system of action theories, attitudes, and behavioral patterns when he
or she accepts membership in a new group. New groups with new role definitions and
expectations for appropriate behavior are helpful in educational efforts. A person becomes
socialized by internalizing the normative culture of the groups to which one belongs. As the person gains membership in a new group, a new normative culture is accepted and internalized. (47-48)

Generally, mediation often lasts only three to six hours with, on occasion, a follow-up session (Emond et al., 1997). However, the industrial relations setting, which devotes larger blocks of time to dispute resolution, is an appropriate setting for such joint training as Weiss (1999) ably demonstrates.

The thesis would also suggest a need for small group theory and development knowledge and training on the part of mediators, however, that does not appear to be the mainstream view at present (see Sharp, 1997, Moore, 1996 & Folberg & Taylor, 1984). However, there is some support for its application. Emond et al. (1997) refer to one form of mediation as facilitative, although they use that term based upon the premise that the parties simply have a shared problem and need help to solve it by communicating better and being more creative in their problem solving. Frequently joint brainstorming is employed. Higgins (1997) notes that one of the roles that mediators play is in helping the parties make the shift to collaborative problem solving, and she recommends that they be trained in doing so. None of these authors make reference to small group theory and development or to the need for any training in it. Moore (1996) does not make any reference to such a need, although he does refer to many of the specific skills one would expect to find in a group facilitator. Folberg and Taylor echo much of what Moore says and add that counseling skills are important for a mediator. (See also Egan, 1998.)

**Groups are not limited to Problem Solving**

Much of the literature reviewed is based on problem solving by parties to a dispute, although it need not be limited to that (see Bush and Folger, 1994). In the context of group problem solving
another option arises if the emphasis shifts from problem solving (by a group) to the group itself. A group can resolve its differences by means other than problem solving. For example, the approach from the perspective of Appreciative Inquiry is the opposite of problem solving. That approach does not focus on the problems that exist, but looks at the opportunities available to the group. It then focuses on using the resources available to the group to exploit those opportunities, and leaves the problems and disputes to be crowded out by these positive actions. The focus is on exploiting the opportunities in order to let them crowd out the problems. (See Elliot, 1999, and Hammond, 1998.) Other group techniques provide additional approaches that do not limit themselves to problem solving (Homan & Devane, 1999; Weisbord, 1992; Weisbord & Janoff, 1995; Bunker & Alban, 1997; Emery & Purser, 1997). Shifting the focus in this way allows more options to be considered when dealing with differences or turmoil in a group than does focusing solely on problem solving. As Fisher et al. (1991) take pains to point out: choosing from amongst many options is always a good idea.
Conclusion

Conflict theorists, especially mediators, have decried the lack of theory in the field (Mackie, 1997; Macfarlane, 1999; Kolb 1994). The thesis put forward hopes to take a modest step toward filling that gap. As noted in the introduction, the thesis hopes to articulate and evaluate a theme that has been latent and therefore has not been clearly examined in the literature. The advantage of doing so is that it allows the assertion to be dealt with directly; the thesis can be challenged and applied by others. The challenges can take the form of further reviews or experiments, and the applications can take the form of a bridge to other theories involving groups, such as Laiken's (1994) application of management theory, or as an analytical tool to analyze the best strategy for negotiating a conflict situation, or for evaluating options in policy development.


Stitt, A. J. *Alternative dispute resolution for organizations: How to design a system for effective conflict resolution*. Toronto, ON: John Wiley and Sons.


Groups and Organizational Studies, 2, 418-427.


### Appendix A

#### Small Group Definitions

**Table 1**

<table>
<thead>
<tr>
<th>Emphasis</th>
<th>Definition</th>
<th>Source</th>
<th>Reference</th>
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<tr>
<td>Interpersonal Interaction</td>
<td>“For a collection of individuals to be considered a group there must be some interaction.”</td>
<td>Hare, A. (1976). <em>Handbook of small group research</em> (2nd ed.). New York: Free Press at p. 4.</td>
<td>Johnson &amp; Forsyth</td>
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<td>“A group is a number of people in interaction with one another, and it is this interaction process that distinguishes the group from an aggregate.”</td>
<td>Bonner, H. (1950). <em>Group dynamics: Principles and applications</em>. New York: Ronald Press at p. 4</td>
<td>Johnson &amp; Forsyth</td>
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<td>“A group may be regarded as an open interaction system in which actions determine the structure of the system and successive interactions exert coequal effects upon the identity of the system.”</td>
<td>Stogdill, R. (1959). <em>Individual behavior and group achievement</em>. New York: Oxford University Press at p. 18.</td>
<td>Johnson &amp; Forsyth</td>
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<td>“It is generally understood that the sociological concept of a group a group refers to a number of people who interact with one another in accord with established patterns. This sometimes phrased as a number of people having established and characteristic social patterns. The two statements are, however, equivalent, since “social relations” are themselves patterned forms of social interaction, enduring sufficiently to become identifiable parts of a social structures. One objective criterion of a group [is] . . . ‘frequency of interaction.’”</td>
<td>Merton, R. K. (1957). <em>Social theory and social structure</em>. (Rev. ed.). Glencoe, IL: Free Press at pp. 285-286.</td>
<td>Cartwright &amp; DeLamater</td>
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<td>[A] “We mean by a group a number of persons who communicate with one another often over a span of time, and who are few enough so that each person is able to</td>
<td>Homans, G. (1950). <em>The human group</em>. New York: Harcourt Brace [A] at p. 1</td>
<td>Johnson &amp; Forsyth</td>
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communicate with all others, not at secondhand, through other people, but face-to-face.”

[B] “A group is defined by the interaction of its members. If we say that individuals A, B, C, D, E, . . . form a group, this will mean that at least the following circumstances hold. Within a given period of time A interacts more with B, C, D, E, . . . than he does with M, N, L, O, P, . . . whom we choose to consider outsiders or member of other groups. B also interacts more often with A, C, D, E, . . . than he does with outsiders, and so on for other members of the group. It is possible just by counting interaction to map out a group quantitatively distinct from others.”

<p>| “From the standpoint of the extensity of the interaction process, they range from the all-embracing unlimited totalitarian (maximally cumulative) to the slightest, where interacting relationship is limited to one unimportant ‘interest.’” | Sorokim, P. (1970). Social and cultural dynamics. Boston: Porter Sargent, at p. 444. | Palazollo |
| “From the standpoint of duration, from the most durable and continuous to the groups existing only a short moment, sometimes a few seconds.” |  |
| “From the standpoint of the direction of the interaction, from the maximally and relative solidary through the mixed the mixed groups, to the limited and all-embracingly antagonistic.” |  |
|---|---|---|---|
| “A group is a collection of individuals who have relations to one another that make them interdependent to some significant degree. As so defined, the term group refers to a class of social entities having in common the property of interdependence among their constituent members.” | Cartwright, D. &amp; Zander, A. (Eds.). (1968) Group dynamics: Research and theory (3rd ed.). New York: Harper &amp; Row at p. 46. | Johnson &amp; Johnson |
| “By this term [group] we generally mean a set of individuals who share a common fate, that is, who are interdependent in the sense that an event which affects one member is likely to affect all.” | Fiedler, F. (1967). A theory of leadership effectiveness. New York: McGraw-Hill at p.6. | Johnson &amp; Johnson |
| “Similarity between persons merely permits their classification, their subsumption under the same the same abstract concept, whereas belonging to the same social group means concrete, dynamic interrelations among persons. A husband, a wife, and a baby are less similar to each other, in spite of their being a strong natural group, than the baby is to other babies, or the husband to other men, or the wife to other women. Strong and well-organized groups, far from being fully homogeneous, are bound to contain a variety of different subgroups and individuals. It is not similarity or dissimilarity that decides whether two individuals belong to the same or a different group, but social interaction or other | Lewin, K. (1948). Resolving social patterns. New York: Harper at p. 184. | Cartwright &amp; Zander |</p>
<table>
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<tr>
<th>Goals</th>
<th>“To put it simply, they [small groups] are units composed of two or more persons who come into contact for a purpose and who consider the contact meaningful.” [Emphasis added]</th>
<th>Mills, T. (1967). The sociology of small groups. Englewood Cliffs, NJ: Prentice-Hall at p. 2.</th>
<th>Johnson &amp; Johnson</th>
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<td>“A psychological group exists (has unity) to the extent that the individuals composing it perceive themselves as pursuing promotively interdependent goals.”</td>
<td>Deutsch, M. (1949). A theory of cooperation and competition. Human relations, 2, 129-152 at p. 136.</td>
<td>Cartwright &amp; Zander; Johnson &amp; Johnson</td>
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<tr>
<td>Perceptions of Membership</td>
<td>“A small group is defined as any number of persons engaged in interaction with one another in a single face-to-face meeting or series of such meetings, in which each member receives some impression or perception of each other member distinct enough so that he can, either at the time or in later questioning, give some reaction to each of the others as an individual person even though it be only to recall that the other person was present.”</td>
<td>Bales, R. (1950). Interaction process analysis. Reading, MA: Addison-Wesley at p. 33.</td>
<td>Johnson &amp; Johnson; DeLamater</td>
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<td>“Conceiving of a group as a dynamic whole should include a definition of group which is based on interdependence of the members (or better, the subparts of the group).”</td>
<td>DeLamater, J. (1974). A definition of “group”. Small Group Behavior, 5, 30-44.</td>
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<td></td>
<td>“Interaction between individuals, perceptions of other members and the development of affective ties, and the development of interdependence or role.” [Emphasis added]</td>
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**Goals**

A group is best defined as a dynamic whole based on interdependence rather than on similarity.”

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<td>Structured Relationships</td>
<td>“A social-psychological group is an organized system of two or more individuals who are interrelated so that the system performs some function, has a standard set of role relationships among its members, and has a set of norms that regulate the function of the group and each of its members.”</td>
<td>McDavid, J., &amp; Hatari, H. (1968) Social psychology: Individuals, groups, societies. New York: Harper &amp; Row at p. 237.</td>
<td>Johnson &amp; Johnson</td>
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<td>“A group is a social unit which consists of a number of individuals who stand in (more or less) definite status and role relationships to one another and which possesses a set of values or norms of its own regulating the behavior of individual members, at least in matters of consequence to the group.”</td>
<td>Sherif, M. &amp; Sherif, C. (1956) <em>An outline of social psychology</em>. New York: Harper &amp; Row at p. 144.</td>
<td>Johnson &amp; Johnson; Forsyth</td>
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<td>“A second criterion of a group . . . is that the interacting persons define themselves as “member,” i.e., that they have patterned expectations of forms of interaction which are morally binding on them and other “members,” but not on those regarded as “outside” the group.”</td>
<td>Merton, R. K. (1957). <em>Social theory and social structure</em>. (Rev. ed.). Glencoe, IL: Free Press at p.286.</td>
<td>Cartwright &amp; Zander; DeLamater</td>
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<td>“For social psychological purposes, at least, the distinctive thing about a group is that its members share norms about something. The range covered by the shared norms may be great or small, but at the very least they include whatever it is that is distinctive about the common interests of the group members – whether it be politics or poker. They also include, necessarily, norms concerning the roles of the group members – roles which are interlocking, being defined in reciprocal terms. . . These distinctive features of a group – shared norms and interlocking roles</td>
<td>Newcomb, T. M. (1951). <em>Social psychological theory</em>. In J. H. Roher &amp; M. Sherif (Eds.), <em>Social psychology at the crossroads</em> (pp31-49). New York: Harper at p. 3.</td>
<td>Cartwright &amp; Zander; DeLamater</td>
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<td>Mutual Influence</td>
<td>“Two or more people who bear an explicit psychological relationship to each other. This means that for each member of the group the other group members must exist in some way more or less immediate psychological way so that their behavior and their characteristics influence him.”</td>
<td>DeLamater</td>
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<td>“A group is two or more persons who are interacting with one another in such a manner that each person influences and is influenced by each other.”</td>
<td>Johnson &amp; Johnson; Palazollo; Wrightsman &amp; Deaux; Forsyth</td>
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Notes:

1. The references used for the various sources are the following:

2. Column one categories are from Johnson and Johnson (1994). The categories devised by Forsyth (1983) were similar but less extensive; for example, Forsyth did not have a category for “motivation.” DeLamater (1974) suggested four interesting categories: interaction, mutual perception, interdependence or roles, and affective ties (both positive and negative). The category “affective ties” has been included in perception of membership, although arguable it could merit a separate category. The decision to include it as a subset of that category was done in part because Michener, DeLamater, and Schwartz (1990) do not include it in their list of key characteristics. That list includes
the following: shared goals, communication, normative expectations, and conscious identification of members with the group.

3. Column four entries indicate whether the passage was cited in one or more of the texts noted above.

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<th>Trait/AUTHOR</th>
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It is also possible to look at this negotiation from the point of view of whether Tom is trying to engage the adjuster in a joint search for an applicable standard, or whether he has used a standard as a way of anchoring his own end of a distributive negotiation. (See Lax and Sebenius, 1986.)

Shifting discussion in a negotiation from the questioning of what the other side is willing to do to the question of how the matter ought to be decided does not end argument, nor does it guarantee a favorable result. It does, however, provide a strategy you can vigorously pursue without the high costs of positional bargaining.

"It's company policy."
Let's look at a real case where one party used positional bargaining and the other principled negotiation. Tom, one of our colleagues, had his parked car totally destroyed by a dump truck. The car was covered by insurance, but the exact amount Tom could recover remained for him to work out with the insurance adjuster.

States company position. No reference to insurance contract, or to any valuation tables or statistics.

INSURANCE ADJUSTER (INS.)
We have studied your case and we have decided the policy applies. That means you're entitled to a settlement of $6,600.

TOM
I see. How did you reach that figure?

INS.
That's how much we decided the car was worth.

TOM
I understand, but what standard did you use to determine that amount? Do you know where I can buy a comparable car for that much?

INS.
How much are you asking for?
No direct answer re the money question. Raises an example of a car he says he has found that is "just about like it." The car may be inferior to the one he lost. The net result is figure that may provide a floor price, but certainly not a ceiling.

Rejects figure.

Refusal to be tied to a figure, by wanting only what is fair (according to whom?), leading to the introduction of a more specific standard of "enough to replace" (versus a "comparable car").

Incremental increase in company position. Classic positional bargaining.

Questioning of company figure.

Attempt to entrench at level of new figure.

New standard of what a court might decide is introduced. It also raises the alternative of going to court. The threat of court is softened by reference to the fact that the adjuster may not have any choice and that it is the company's fault.

Adjuster does not refer to insurance contract, statistics, or the standard used by the company. He accepts the claimant's replacement standard and at retail prices.

Claimant having established his standard asks for more information about whether the car itself measures up to the one he lost.

Adjuster reinforces the standard by giving information, and asking "Why?"

TOM
Whatever I'm entitled to under the policy. I found a second-hand car just about like it for $77,00. Adding the sales tax and excise tax, it would come to about $8,000.

INS.
$8,000! That's too much!

TOM
I'm not asking for $8,000 or $6,000 or $10,000, but for fair compensation. Do you agree that it's only fair I get enough to replace the car?

INS.
OK, I'll offer your $7,000. That's the highest I can go. Company policy.

TOM
How does the company figure that?

INS.
Look, $7,000 is all you'll get. Take it or leave it.

TOM
$7,000 may be fair. I don't know. I certainly understand your position if you're bound by company policy. But unless you can state objectively why that amount is what I'm entitled to, I think I'll do better in court. Why don't we study the matter and talk again? Is Wednesday at eleven a good time?

* * *

INS.
OK, Mr. Griffith, I've got an ad here in today's paper offering an '89 Taurus for $6,800.

TOM
I see. What does it say about the mileage?

INS.
49,000. Why?
Claimant is only too happy to respond and use corporate rate books to show difference in value (while not total value).

Adjuster is happy to answer and provide information.

Claimant give value-added information from company claim books to be added to a figure based on his standard! Then asks for information about accessories.

Willing answer and provision of information.

Request for more information from the “book.”

Information given.

Request for more information.

Tom used a strategy that worked well for him. However, this was not like the case of the judges trying to create a joint solution to a joint problem, nor was it like the shipwrecked sailors. Here, Tom wanted the following:
- Get the highest settlement he could from the company
- To move the adjuster up from his opening position
- To threaten court
- To manage the other’s impressions of what he had found regarding a replacement
- To treat the adjuster as an adversary
- To search for an answer that is acceptable to him
- To obtain information, but not give it
- Keep control of who decided “fairness”

TOM
Because mine only had 25,000 miles. How many dollars does that increase the worth in your book?

INS.
$150

TOM
Assuming the $6,800 as one possible base, that brings the figure to $7,250. Does the ad say anything about a radio?

INS.
No.

TOM
How much extra for that in your book?

INS.
$125.

TOM
How much for air conditioning?

* * *

A half-hour later Tom walked out with a check for $8,024. (Fisher et al., 1991, pp. 92-94)

Figure 3. Insurance Claim
Analysis

It is suggested that this was a competitive negotiation that effectively applied the principles of separating the people from the problem, and using objective criteria (Fisher et al., 1991). Inventing options for mutual gain didn’t seem much in evidence, although Tom did ask what basis the company used to reach its initial offer. The two did not work together to solve the valuation problem. Instead, Tom adroitly got the adjuster to accept his standard. Once that was accomplished, Tom had the situation well in hand. The adjuster would either have to give Tom the money to buy the car he found that was like his or go and get one himself that satisfied Tom. Tom was able to get the adjuster to provide information to him on request, while he provided very little in the way of information to the adjuster, certainly none that was against his interest; the same cannot be said of the adjuster who provided a lot of information, much of which was contrary to his interest. There was not any collaborative effort by the two to define their common problem, share information with a view to brainstorming multiple options that could solve it, and then to select the best from amongst them. Tom had his interests served well, and the company did not. It would appear that the company’s interests were in paying claims consistently according to the” book.” In this case they probably achieved increased costs and inconsistent treatment of customers. In short, there was no joint problem solving.

There is no evidence of either party exploring any interests behind the positions of the parties. The adjuster and the company obviously would be interested in good company relations with its clients, avoiding needless litigation, avoiding setting a bad precedent, maintaining a consistent position in its claims payment policy, and the like. The claimant’s needs that underlay his
expressed position of having his car replaced were not exploited. What were his transportation needs? Commuting? Visiting a relative in a distant city?

Could there have been joint problem solving? The approach used in this paper to measure the existence of a group can also be used to estimate the potential for group formation, and it suggests that the answer in no. Tom acted competitively, and the adjuster acted docilely and, at times, collaboratively with the predictable result one expects result when inconsistent approaches are used; the competitive approach wins. An analysis of this situation, assuming it represents the average or normal negotiation situation between a claimant and an adjuster, is set out below.

The Parts

1. There is interaction between the parties, but it is not regulated by any common norms. In fact their respective interaction is regulated by very different norms. The agent in this type of situation is expected to follow company policy, while the claimant is not. The claimant may be governed by his own morality, or the general morality of community. Community morality might support a person who used hard bargaining tactics against a large, impersonal, financial institution. However, the opposite is not likely the case.

2. Interdependence, in the sense of relevant events impacting equally on the parties, does not exist. The destruction of the car by the dump truck gave rise to a right in Tom to collect compensation, and a corresponding obligation to pay that compensation (whatever it may be determined to be). One will gain exactly what the other must pay out; that is, it is a zero sum proposition. Contrast this to a company that may go under due to the impact of world competition; a situation where labour and management both have their livelihood at stake, and are thus interdependent.
3. The lack of a common predicament means that a common solution is not likely, although theoretically, there is a common problem of resolving the price that could be subject to joint problem solving (see Fisher et al., 1991). Clearly there is no integrative solution available as there is for the company facing failure unless product prices can match world market levels. In the context of the negotiation, this appears to be a distributive zero-sum situation.

4. The likelihood of developing norms between the claimant and the adjuster, as noted in paragraph one above, are not likely.

5. The parties will likely view each other as “us-against-them” rather than from a “we” perspective, and a capacity for unified action is not likely.

6. The zero-sum nature of the situation means that a common goal, like setting a value, is not likely to satisfy the personal motivation of both parties.

7. Clearly both parties have the power to influence the outcome; they can say no and let the matter go to court.

The Whole

If the potential claimant and adjuster are compared to the two judges writing a judgment, to two business partners, or to shipwreck survivors in a life raft, the conclusion will be that they are not the same. There is no superordinate goal to subordinate competitive behaviour that results in situation that are high in distributive potential and low in integrative potential. As Michener et al. (1990) note, a telephone call from a stranger is who wants to sell you insurance that you do not want is not a group interaction; they are an aggregate. The situation here is not far removed from that. The claimant and the adjuster are either an aggregate, or if a group, not a developed one capable of performing a problem solving function.
**Group Development**

Would a negotiator or a mediator, skilled in group facilitation and faced with a situation like this, expect to be able to move the parties beyond a storming level in the time reasonable available.

One would think not.
This is one of the exasperating ambiguous references to a "group" that appear in the literature. It appears to be a reference to pre-existing groups, and not to the proposition stated in the thesis put forward herein.

This is the strongest direct and unambiguous reference to group interaction that I have found. Later at page 124 of the same work the authors deal with the issue of evaluating and judging options. They suggest that if the job is large and complex that small groups of 6-8 composed of representative from each faction may be more effective than "a large group."

The term "Collaborative negotiations" is used by Menkel-Meadow (1984) in a generic sense. It is also used in a more specific way by some lawyers who work in the area of family law and divorce. They use it to refer to a negotiation strategy developed in the 1990's. It is also referred to as collaborative family law. See Rose (2000) and Tesler (2000) for elaboration on this aspect.

There are numerous development theories. See the following for references to some of them: Beebe and Masterson, 1997; Johnson and Johnson, 1994; Tuckman, 1965; Tuckman and Jensen, 1977.

This no doubt confirms the lack of explicit reference to group development theory noted in the introduction of this paper.


9 Interpersonal skills can include the traditional people skills (see, for example, Bolton, 1979), but can also include consideration of psychological processes such as transference and countertransference (see Fukushima, 1999).