

2

The Language of Negotiation



Chapter Objectives

After studying this chapter and completing the exercises, you should be able to:

1. Identify the issues that would constitute the bargaining mix in a variety of negotiations.
2. Apply proper terminology when preparing for and executing a negotiation.
3. Identify opening offers, and target and resistance points.
4. Understand the role of a negotiator's Best Alternative to a Negotiated Agreement (BATNA) and its impact on negotiation.
5. Assess the impact of framing in negotiating and resolving conflict.
6. Understand the role of reciprocity in negotiations.

Negotiations occur in a wide variety of situations. Often when people think of negotiating, they think about buying or selling material items such as cars, electronics, or appliances; however, as we know from the field of labor economics, the notion of buying and selling also applies in an employment setting, where the employee is selling his labor (i.e., knowledge, skills, and abilities) and the employer is purchasing it. Even in our personal relationships, we want what

another has to offer, whether that is their help, friendship, love, respect, and/or approval. In return, the other person wants what we have to offer. Whether or not we label these exchanges as negotiations, for all practical purposes, that is what they are. If we are to be successful, we need to understand the process and all that is involved.

Chapter Scenario, Part I

Katherine, a recent college graduate, has just been offered a job at a medium-sized company in her hometown. She has no idea if the offer is a good one or not. She doesn't want to settle for less than she's worth, but she is also a bit worried that she won't get a better offer and certainly doesn't want to anger the prospective employer. Katherine's uncle Art, who has negotiated labor contracts for many years, told her that she should negotiate the job offer with the prospective employer. He said she should start with an aggressive opening demand and be sure not to set her resistance point too low. Katherine, who has always been a little intimidated by Uncle Art, smiled and nodded in agreement, but really had no idea what he was talking about.

Clearly Katherine has much to learn if she is going to try to negotiate a better offer. Being well prepared will increase the probability that she will negotiate an outcome that better meets her needs.^{1,2} In the process she may even impress her new employer with her level of preparation and professionalism. But first she will need to assess her priorities and alternatives, and investigate the level of salary and types of benefits local employers are paying recent college grads in her field. She will have to understand what types of things might be negotiable and develop opening offers and target and resistance points for each issue in the bargaining mix. But before all this, she will need to understand what all those things mean!

BARGAINING MIX

All of the issues involved in a negotiation are collectively referred to as the **bargaining mix**. The type and scope of the issues can vary dramatically depending on the type of negotiation. If you are negotiating a change in your responsibilities at work, the issues might include the additional tasks you will be doing, any tasks you will no longer be required to do, a possible change in pay or pay grade, any additional training required, and perhaps even a change in your work schedule. In a negotiation involving the purchase of raw materials to be used in the manufacture of a company's products, the issues will likely include product specifications, price, various discounts, and how and when the products will be shipped. If you are buying a building to house your small business, the issues will probably include closing costs, allowances, repairs, and the date the buyer takes possession, in addition to purchase price. When you are negotiating vacation plans with a friend or family member, you are apt to address where to go, how long to stay, where to stay, what to do/see, how to get there, and how much to spend, among other things. In all negotiations the importance each party places on each of the issues can be quite different as well. Knowing and communicating these priorities can lead to more satisfying outcomes for all involved.

In general, the more issues there are the better the chance the parties will walk away happy. As you will learn in Chapter 4, a key principle of integrative negotiation is "expanding the pie," in other words, creating more value so there is more for everyone involved. This often means increasing the number of issues in the bargaining mix. If there is only one issue involved, the negotiation is viewed as an all-or-nothing interaction. If the other party gets what he wants, you don't, and vice versa. On the other hand, if there are two issues, you could each get something. If of the two issues only one is very important to you and the other issue is of primary importance to the other party, both parties have the capacity to achieve their desired outcome. Taking it a step further, if there are ten issues, each party can obtain multiple desired goals. Of course there comes a point where there are so many issues that the negotiation becomes unwieldy, but within reason, more issues mean that the parties have a greater probability of satisfying their interests. The likelihood of doing so increases when parties preparing for negotiation establish an initial offer, target, and resistance point for each issue that is likely to be in the bargaining mix.

INITIAL OFFERS

An **initial offer**, sometimes referred to as an **opening offer**, is the first offer made by a party in any negotiation and serves as an anchor in that it sets a boundary on the negotiation. From the seller's standpoint this is the asking price. From the buyer's standpoint this is the first offer made. Sometimes the asking price is referred to as the list price or Manufacturer's Suggested Retail Price (MSRP). This is commonly cited in retail on everything from cars to cosmetics. With many products it is highly unusual for someone to pay list price as many stores use sales to lure customers to buy their products. The more cynical among us might even argue that the list price is a fictitious number posted only to make customers think they are getting a great deal. Think about the stores that seem to have a sale advertising "the lowest prices of the season" every week. How could they be offering the lowest prices of the season this week when they just offered them last week? In fact in December 2016 the Los Angeles city attorney's office sued JC Penney, Sears, Macy's, and Kohl's for using false reference prices to make customers believe they were getting a better deal. This was not the first time this has happened for JC Penney and Kohl's, both of whom settled previous lawsuits for millions of dollars.³

This also happens outside of retail sales. If you have ever sold a car or house, you probably set the price higher than what you realistically expected to get to create room to negotiate. In some cases you might even get lucky and have someone offer to pay your asking price, but this is rare. Most buyers know that sellers will likely take less than the asking price and, playing their part in the negotiation process, they make an opening offer that is lower than they are actually willing to pay. Buyers—like sellers—want to leave themselves room to negotiate, but hope to get lucky and have the seller accept their initial offer.

Who makes the first offer often depends on the type of negotiation. In most sales transactions, the seller effectively makes the initial offer when he or she names a price. The exception to this is in an auction where the buyers place bids that start low and increase until no one is willing to go any higher. In employment negotiations, employers extend an offer to an applicant; however, when union contracts are negotiated, the union usually makes the first offer, sometimes referred to as an opening demand. While some people are reluctant to make the first offer in a negotiation, research generally shows that because making the first offer anchors the negotiation, giving the party making the offer an advantage in that the higher the first offer, the higher the counteroffer, and ultimately higher the settlement.⁴ While the initial research on this was done on Westerners negotiating single issues, subsequent research has shown that this so-called "first offer effect" is strong across cultures and in multiple issue negotiations.⁵

Ironically while making the first offer generally leads to better objective outcomes, it may also result in feeling less satisfied, especially if the party making the first offer is anxious about being taken advantage of.⁶ For instance if you are selling an item and the first person who looks at it offers you the full asking price, you are likely to think you could have gotten a larger amount if you had set your asking price higher. Thus, it is important that you research the true value of an item before offering it for sale. Similarly, you need to be cautious about revealing your actual priorities when making first offers to avoid having the other party use that information to his advantage.⁷

The question then becomes how do you choose your opening offer? Research shows that knowledge of the other party's best alternative is the strongest determinant of one's initial offer.⁸ Initial offers should be chosen carefully as they provide signals to the other party. If you are a seller and you set your asking price too high, prospective buyers may decide that your price is unreasonable and simply walk away. If you are a job applicant and you ask for an extremely high salary, the employer may conclude that you either aren't interested in working there, have an unjustifiably inflated view of yourself, or that you would be difficult to work with in the future. Conversely, if your initial offer is too low, you may needlessly forego the additional compensation you

could have easily, and perhaps rightfully, received. Thus, it is imperative that you do your research up front and find out what is reasonable given the current situation. Are the products/services that you are offering in high demand? What is the typical price being paid in the market today? Just because something was worth a certain amount in the past does not mean it is worth as much or even more today. Many people were confronted with this harsh reality during the collapse of the housing market in 2008 when they learned they owed more for their houses than they were currently worth due to declining home values. While that was a dismal situation for the homeowners, it was good news for home buyers who understood that banks that owned foreclosed houses were very anxious to sell them. Thus, people who wanted to buy a house would often make a very low initial offer and end up purchasing the house at a deep discount.

TARGET POINT

The **target point**, sometimes referred to as an **aspiration**, is the best outcome each party can reasonably and realistically expect to obtain as a result of the negotiation⁹ and can be an important anchor for negotiators.¹⁰ Research shows that negotiators who set challenging goals consistently achieve better outcomes than those who don't.¹¹ As with initial offers, a target point for each issue should be established before commencing negotiations as it provides focus for the negotiator.¹² Target points are generally not shared with the other party, at least not initially. As a negotiation progresses the parties sometimes make statements like "I was really hoping to get . . ." or "I was hoping not to spend more than . . ." as a way of signaling the other party; however, they are very unlikely to say, "My target point is . . ." at the beginning of a negotiation.

In the case of monetary issues, target points should be quantified and based on factual information identified through research. For example, if you are negotiating a labor contract for a group of unionized workers you need to be realistic in your expectations. While most people believe they are over-worked and underpaid, and would love to see a 10% pay increase, that may or may not be realistic given the economy and the financial health of the organization. You might be surprised to learn that 10% pay increases were actually quite common in the early 1980s when there was double-digit inflation and many companies were doing well financially. However, if inflation is around 3% and budgets are very tight, a union's expectation of a 10% across-the-board pay increase would leave most employers stunned. In this example, a more realistic target would be in the 2%–4% range, depending on the specific circumstances of the employer, industry, and local economy.

In the case of nonmonetary issues, target points should be based on as much factual information as possible. Let's say you are on a business trip with a colleague and are trying to decide where to go for dinner. You might consider whether your colleague has any food allergies or dietary restrictions. If your colleague is a vegetarian, the local steakhouse is probably not as good a target as if he follows a low-carb diet. Similarly, if your colleague has a limited travel budget, a gourmet five-star restaurant is likely out of the question—unless of course you are willing to pay the bill.

RESISTANCE POINT

The **resistance point**, sometimes referred to as a **reservation price**, is a negotiator's bottom line or the point beyond which she will not go. Walton and McKersie refer to resistance points as the "most pessimistic assumptions about what is possible."¹³ From the seller's standpoint, it is the least he will accept before walking away from the negotiation. From the buyer's standpoint, it is the most she will pay for whatever is being negotiated. During a negotiation, the resistance point is the reference point for rejecting or considering the other party's offer.¹⁴ Like the target point, the resistance point is typically not revealed to the other party, especially during the early stages of negotiation. Occasionally one party

may state “I will not take less than ___” or “___ is my final offer,” but such a statement would come as the negotiation nears an end and might even help to achieve settlement when the parties are close. However, be aware that not all buyers or sellers will have the same resistance point because one’s resistance point is often influenced by many factors.

Consider the following example. Let’s say I have a very large dog (who uses the fenced-in yard when nature calls) and live where much snow falls during the winter months. Come springtime, the yard is filled with unwanted deposits. You live nearby and I offer to pay you \$5 per hour to clean up my yard. Most people would turn this down; however, if you were really strapped for cash and had a strong stomach you just might do it. What if I offered to pay \$15 per hour? What about \$50 per hour? Depending on your financial condition, you may or may not be interested at any price. What if the payment were a guaranteed “A” in this class? What if in return for the spring cleaning you were able to get an inside track on your dream job? While these are purely hypothetical examples, the point is that we all have different resistance points depending on our circumstances. With few exceptions—things we find morally reprehensible—everyone has his price. This is evidenced by some reality TV shows (e.g., *Fear Factor*, *Survivor*) where contestants do things most of us wouldn’t, like eat worms and other slimy creatures, for the chance to win a very large sum of money.

BEST ALTERNATIVE TO A NEGOTIATED AGREEMENT (BATNA)

A person’s resistance point is usually directly related to her **Best Alternative to a Negotiated Agreement** or **BATNA**.¹⁵ It is quite literally the most ideal alternative outcome one party to a negotiation could get without negotiating with the other party. In general, the better the alternatives, the stronger the negotiator’s bargaining position and the more likely she is to make the first offer.¹⁶ Fisher and colleagues maintain it is the true measure by which you should judge any proposed agreement.¹⁷ A common problem is that negotiators don’t identify and consider enough alternatives. As a result, they have less leverage when they negotiate—if they negotiate at all. The consequences of this weakness can have a major impact over the course of one’s life. Some people stay in jobs where they are not happy because they believe they don’t have other alternatives. Instead of looking for other possibilities (e.g., returning to school to acquire additional skills or relocating for a new career opportunity or even starting their own business) they stay where they are, resolved that this is their lot in life. Sadly, many of these people experience regret later in life. One reason for the success of early retirement/buyout programs, offered by employers to entice long-term employees to leave the organization, is that employees see them as an opportunity to do something different with their lives. The offer provides the extra incentive that gets employees to consider other alternatives that might better satisfy their interests.

The concept isn’t limited to jobs though, it also applies to relationships. There are people who stay in unsatisfying, bad, or even dangerous relationships because they think they have no alternative. This sometimes happens in abusive relationships where the abused person stays because she thinks she can’t afford to leave. Instead of looking for ways to increase her income such as pursuing additional education or training, she resigns herself to the current situation. Another example is the person who stays in a less than fulfilling relationship because he thinks he won’t find anyone else. No matter what your situation, you will always be in a better position to satisfy your interests in both your work and nonwork lives, if you thoroughly investigate all possible alternatives, bearing in mind that not beginning or completing the negotiation may be an alternative as well. For example, let’s say you are interested in purchasing a new car. You find one that you like and you make an offer. You negotiate with the seller, but he is not willing to come down enough in price to meet your resistance point. If the car you currently own runs well and meets your needs, walking away from the negotiation and keeping your current car a while longer may be the best alternative. It may also be helpful if you consider the worst case scenario as suggested in Figure 2-1 or the most likely alternative described in Figure 2-2.

FIGURE 2-1

WATNA: The Flip Side of BATNA

While BATNA is more commonly discussed in negotiations, it is also useful to consider your **Worst Alternative to a Negotiated Agreement (WATNA)**. Essentially, it is the worst outcome you might face if you do not come to a negotiated agreement. It is used most often in conflict resolution and can be particularly useful when emotions are running high. For example, if you are involved in a divorce and you are unable to come to an agreement over the division of property, you would consider the costs involved, both monetary and emotional, of having to go through a trial in court. If the dispute is over who gets the television and who gets the sofa, objectively it would not be worth the cost of having the items appraised and hiring an attorney to represent you in court where the likelihood of “winning” your case is uncertain. Even if the judge decides in your favor, you may end up incurring more in appraisal and legal fees than the item is actually worth. Add to that the emotional costs of extending an already difficult situation and people typically become much less attached to the items in question.

FIGURE 2-2

MLATNA: Another Perspective on BATNA

In addition to BATNA and WATNA, students in law school are taught to consider the most likely alternative. This comes into play when you would have a third party such as a judge or arbitrator making the final decision if you cannot come to agreement. For example, Party A is suing Party B for \$50,000 in damages to Party A's property that was caused by Party B. Party B offers to pay Party A \$25,000 to drop the lawsuit. Party A's best possible outcome would be for the judge to award him the full \$50,000. The most likely outcome however is that the judge will award something less than the full amount. If Party A has a legitimate reason to believe the judge will award less than \$25,000, he should accept Party B's offer. If he has reason to believe the judge will award more than \$25,000, he should try to negotiate a higher amount from Party B. If Party B is unwilling to offer more, Party A should reject Party B's offer and let the judge make the decision.

Chapter Scenario,
Part II

After much thought about what she really needed from a job and considerable research on what employers were typically offering to recent college graduates in her field, Katherine felt more confident about negotiating with her prospective employer. She realized that while a starting salary that would allow her to meet her living expenses was necessary, the opportunity to gain experience and progress in her career were most important for her in the long term. She evaluated her alternatives to accepting this offer. Her research into typical starting salaries for those in her field showed that the offer the employer had made was a little low. She planned to use that information to negotiate a higher starting salary. She decided to ask if the employer would provide tuition reimbursement so she could pursue an MBA to increase her value to the employer—and help her progress in her career. She also planned to discuss the types of assignments that she would be given so she could gain experience. It was time for her to negotiate the job offer—and she was now ready!

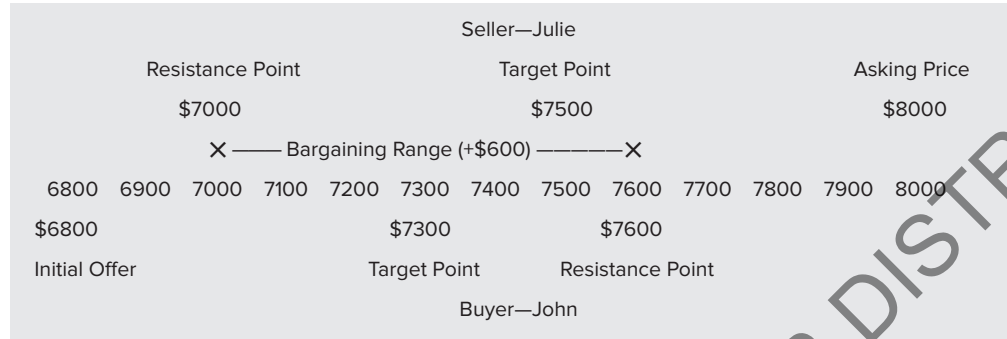
BARGAINING RANGE/SETTLEMENT ZONE/ZONE OF POTENTIAL AGREEMENT (ZOPA)

The area between parties' resistance points can be referred to as the **bargaining range** or **settlement zone** or **Zone of Potential Agreement (ZOPA)**. If there is overlap between the two resistance points, the ZOPA is positive and settlement can occur, provided the parties exchange enough information to signal the other party that settlement is possible. Consider the example shown in Figure 2-3. Julie has a car that she wants to

sell. She has advertised the car for \$8,000 and thinks she can get at least \$7,500. She has decided that she will not take less than \$7,000 for it. John is considering buying Julie’s car. He has offered Julie \$6,800 hoping that she would accept his low offer. Realistically, he expects to get the car for \$7,300 but would go as high as \$7,600. In this example, the ZOPA is the area between \$7,000 and \$7,600, or \$600. There is a good chance of reaching agreement if during the course of the negotiation, Julie lets John know that she will take less than \$8,000, which is more than his resistance point, and John lets Julie know that he is willing to pay more than \$6,800, which is less than her resistance point.

FIGURE 2-3

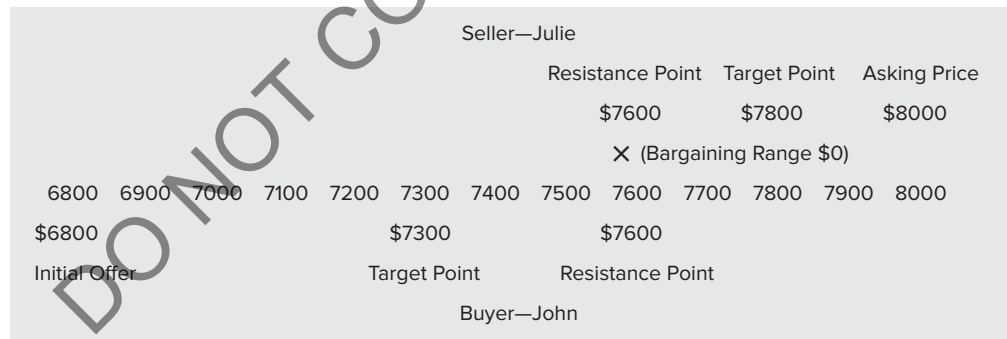
Positive Bargaining Range



If the resistance points of the parties are identical, the bargaining range is zero and settlement can only occur at that point, as shown in Figure 2-4. Since there is only one possible settlement point, the likelihood of settlement decreases. For settlement to occur, the parties have to be willing to exchange enough information to let each other know how low (or high) they will go. Without this, settlement will not occur. Staying with the car example, let’s say Julie is still asking \$8,000 for her car, but this time she thinks she can get \$7,800 and will not accept less than \$7,600. John still offers \$6,800, hopes to get it for \$7,300, and won’t pay more than \$7,600. The bargaining range is zero. Settlement can only happen at \$7,600, but for that to occur Julie and John need to let each other know that they are willing to settle at that amount.

FIGURE 2-4

Non-Overlapping Bargaining Range



If there is no overlap of the resistance points, the settlement range is negative and there will be no settlement unless one (or both) of the parties adjusts his or her resistance point. To continue with the same car example in Figure 2-5: this time Julie is still asking \$8,000, hoping to get \$7,800, and won’t take less than \$7,600. John offers \$6,800, hopes to get it for \$7,000 and won’t pay more than \$7,200. In this example there is a negative settlement range of \$400 between the two resistance points and settlement will not occur.

We must acknowledge that resistance points occasionally may change due to changing circumstances. In the various car scenarios, Julie established her resistance point and we assumed that it was firm. Let’s say, however, that a great deal of time passed

FIGURE 2-5
Negative Bargaining Range

Seller—Julie												
			Resistance Point	Target Point	Asking Price							
			\$7600	\$7800	\$8000							
(Bargaining Range −\$400)												
6800	6900	7000	7100	7200	7300	7400	7500	7600	7700	7800	7900	8000
\$6800	\$7000		\$7200									
Initial Offer	Target Point	Resistance Point										
Buyer—John												

and Julie had numerous calls, but no offers, on her car. She may have grown tired of dealing with people calling or something may have come up that required some quick cash. In either case, she may decide to reevaluate her position on the price of the car. Similarly, John may not be having any luck finding a car he wants within his price range or perhaps his current vehicle has broken down. Thus, he may also reevaluate how much he is willing and/or able to spend.

SETTLEMENT POINT

The **settlement point** is what the parties actually agree upon. In a multi-issue negotiation there is a settlement point for each issue. Sometimes there are issues that should be included, but are overlooked. On a whim, Melissa and Carrie, two friends from college, decided to take a trip to southern Florida. Before going they agreed that they would split the cost of transportation, lodging, and food, and keep it within a certain dollar amount; not become separated; and not party so much that they wouldn't be able to go out the next day. Both lived up to the agreement and were still good friends when they came back. Unfortunately, this isn't always the case.

Brian and Sam decided to take a summer road trip and spend a month driving cross-country. While they had planned their route and agreed that each would pay his own way, they failed to discuss their respective expectations about the kinds of places where they would eat and how much would be spent on entertainment along the way. Brian spent his money quickly, splurging on food and double mocha lattes, while Sam opted for the daily specials and drank regular coffee. When Brian ran out of money before the end of the trip, he wanted to go home early. Sam still had money and wanted to continue the trip as planned; however, he couldn't take Brian's constant complaining about being out of money. In the end they cut the trip short and the friendship was never the same.

The stories are similar (and real except the names have been changed) but have very different outcomes. The moral of the story is that you should not be in such a rush to reach a conclusion that you fail to address and come to agreement on all pertinent issues. It is better to spend additional time negotiating an agreement that will hold up, than to rush to conclusion on something that could prove quite troublesome in the future. Once the issues are identified and you research and identify appropriate opening offers, target points, and resistance points, it is time to think about your basic approach.

APPROACHES TO NEGOTIATING AND RESOLVING CONFLICT

Researchers have developed models that identify several general approaches to a negotiation or conflict situation. Although the terminology is different, the concepts are the same: a two-dimensional model with four or five general areas representing the various approaches. One of the dimensions has to do with the extent to which you care

about your own material outcomes and the other is related to the value you place on your relationship with the other party. Indeed the relationship you have, or would like to have, with the other party can have a significant impact on a negotiation. While we will explore the role of the relationship in much more detail in Chapter 9, for now we are focused just on the basic models.

In the Thomas–Kilmann Conflict style model,¹⁸ the dimensions are assertiveness/concern for one’s own outcomes and cooperativeness/concern for other’s outcomes, and the approaches to handling conflict are referred to as avoiding, accommodating, competing, collaborating, and compromising. We will explore this model in greater detail in Chapter 6, but at this juncture, we simply highlight the similarities of this model with the Dual Concerns Model.^{19,20} The Dual Concerns Model identifies the dimensions as concern for one’s own outcomes and concern for the other party’s outcomes; the possible approaches are called inaction, yielding, contending, and problem solving. The Rubin et al.²¹ “concern for your own outcomes” dimension can be thought of in terms of the Thomas–Kilmann “assertiveness” dimension, while the “concern for the other’s outcomes” can be thought of in terms of the cooperativeness dimension. A comparison of the models is shown in Figure 2-6.

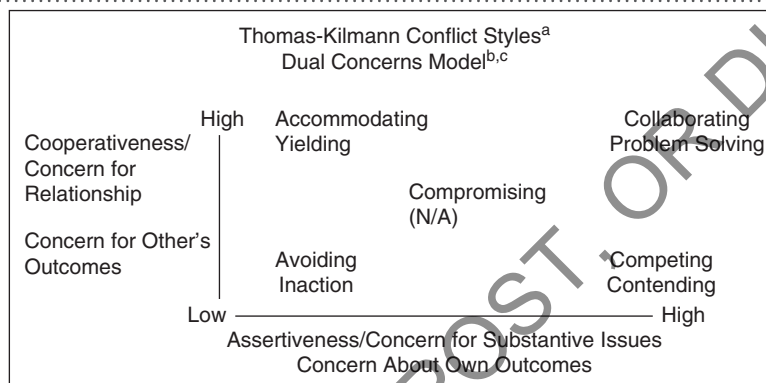


FIGURE 2-6
Comparison of Models.

¹⁸Thomas, K. W., and R. H. Kilmann. *Thomas-Kilmann Conflict Mode Survey*. Tuxedo, NY: Xicom, 1974; ¹⁹Pruitt, D. G., and J. Z. Rubin. *Social Conflict: Escalation, Stalemate and Settlement*. New York: Random House, 1986; and ²⁰Rubin, J. Z., D. G. Pruitt, and S. H. Kim. *Social Conflict: Escalation, Stalemate and Settlement*. 2nd ed. New York: McGraw-Hill, 1994.

Regardless of which terminology you use, the basic concepts are the same. If you really don’t care about the issue and your relationship with the other party, there is no reason to negotiate or try to resolve the conflict—it would only be a waste of your time and energy. If the issue is really important and the relationship isn’t, you will approach the negotiation more competitively. An example is making a major purchase from a salesperson you really don’t know or care about. Most people in this situation just want to get the best price on what they are purchasing and care little about how much profit the store makes or the size of the salesperson’s commission check. If you are very concerned about the other party and her happiness (e.g., with very close friends or family members), you will approach the situation much more cooperatively, and will likely adopt a yielding/accommodating strategy. This is also likely when the issue isn’t important or the time pressures are high.²²

On the other hand, if you are concerned about both maintaining the relationship and the substantive outcome, your approach will likely be one of collaboration where you try to arrive at a solution that makes everyone happy. This typically takes more time and effort, but the end result is well worth it. Let’s say you are planning a wedding and your parents and your future in-laws have very different ideas about everything from how many people to invite to whether there should be a sit-down dinner or a buffet to whether or not alcoholic beverages should be served at the reception. The tension has been building ever since you announced the engagement. This is “your day” and you

want it to be perfect, but you also know that you are going to have to live with your parents and in-laws. While you might be tempted to elope to the Caribbean, taking a collaborative approach to negotiating the details of the ceremony and reception will likely bode better for the long term, considering what is at stake.

While there is general agreement that collaboration/problem solving is the best approach when trying to satisfy your own needs while maintaining the relationship, there is some disagreement on the validity of compromising where the parties both get and give up some of what they want. The Thomas–Kilmann Conflict model includes compromise; the Dual Concerns Model does not. Instead, the Dual Concerns Model views compromising as either joint yielding or a failure in problem solving.²³ It has even been referred to as “lazy problem-solving involving a half-hearted attempt to satisfy both parties’ interests.”²⁴ Whether you view it as a valid approach or a lack of forethought, the reality is that people regularly compromise to resolve a wide variety of conflicts. It may be an efficient, though not entirely effective, approach. Thus, we treat it as valid. People plan to give something in order to get something. Indeed, this is a fairly common approach in traditional negotiations between employers and labor unions where both parties may bring issues to the table that they either don’t care much about, or know they will never get, so they have something to trade for what they really want.

Points to Ponder

1. Where do you see yourself in terms of the Thomas–Kilmann and Dual Concerns models? To what extent is your answer influenced by the situation?
2. How comfortable are you in moving outside your usual position?

We do not all approach negotiation in the same way, nor do any of us approach all negotiation situations in the same way. While one may persist with a basic approach for a period of time, it may change, sometimes rapidly.²⁵ Generally speaking, negotiations are either distributive or integrative in nature. Distributive negotiations generally involve more competitive behavior, where there is a winner and a loser, and little concern for the relationship. Integrative negotiations are characterized by more cooperation, meeting the needs of both parties, and more concern for maintaining the relationship after the negotiation concludes. We will examine these two approaches and their differences in greater detail in Chapters 3 and 4, respectively.

One’s approach to negotiation is also influenced to some extent by one’s personality,²⁶ which we cover in detail in Chapter 6. For now, think about how different people you know typically approach conflict. You likely can think of some people who are very competitive in everything they do. Similarly, you probably know some people who do everything in their power to avoid conflict and others who are quick to give in. Hopefully, you also know some people who try to find solutions that satisfy everyone involved. But personality alone doesn’t predict exactly how a person will behave in a negotiation. The strategy a person employs in a negotiation also depends on how he frames the situation.

FRAMING

Are you overwhelmed or are you busy? Is she short or is she petite? Is he cheap or is he frugal? Is the furniture old or is it shabby chic? Is the clothing old-fashioned or is it vintage? The answer is typically not an either–or, it is both–and. If you have two people



FIGURE 2-7
What Do You See?

with the exact same workload, one may see herself as overwhelmed while another may see herself as busy. Similarly, a piece of furniture that is 50 years old could be considered old by some and shabby chic by other. The reality is that it is both depending on how you frame it as shown in Figure 2-7.

A **frame** is the lens through which you view a negotiation, which also influences your behavior in a negotiation.²⁷ Think about framing in a negotiation the same way you would if you were taking a photo. You can use a wide-angle lens to get the big picture or a telephoto lens to focus in more specifically on some aspect of the subject. Let's say the subject of the photo is a house that is in very good condition, except for one broken shutter. If you view the whole house, it looks pretty good; however, if you zoom in on the broken shutter, it doesn't. Similarly, you can position the subject against a variety of backgrounds, each of which affects how the subject appears to the viewers. Imagine you are taking a photo of a friend. If the photo is taken with your friend sitting on a horse, he would appear to be more of an outdoors type than if he were sitting in a sporty car. Framing is the basic premise behind dressing for success when interviewing for a job or making an important presentation to your superiors. Similarly, employers often use job titles to frame jobs to appear higher in status. Instead of a clerical worker you have a customer service representative. McDonald's employees are "crew members" and the employees who make submarine sandwiches at Subway are "sandwich artists." But it is not unique to lower-level jobs. In fact banks have a long history of having numerous "assistant vice presidents." In the same manner you can frame the subject of a negotiation to make it appear different than it really is.

Research shows that how a negotiation is framed is related to the final outcome.^{28,29} In general, positive frames lead to more successful outcomes than negative frames.³⁰ If one party is convinced he is getting a good deal, he is more likely to accept the offer presented. On the other hand, if he thinks he is being taken advantage of, he is much less likely to accept the offer, even if it means he ends up worse off. Research has shown that framing a proposal as in terms of what the other party has to gain, instead of what you would like to receive is more effective in obtaining what you want.³¹ For example, instead of just asking your boss for a raise, offer to take on additional responsibilities that would justify an increase in pay.

In addition, the more negatively you frame a situation the more risk you are likely to accept because you believe you have less to lose. Imagine you are working for an organization that is offering a buyout. Essentially, they are offering to pay you to leave your job. If you are an employee who hates your job or believes that you will be laid off permanently, you are more likely to accept the buyout, even if you don't have another job lined up. In this example, you are risking a job that leaves much to be desired that you may lose anyway. On the other hand, if you like your job and don't believe that

you personally will be laid off, you probably won't accept the buyout offer because there would be more to lose.

Consider the case of the union negotiating a new faculty contract at a regional state university where there had been animosity between the union and the administration in the past. The union sent regular newsletters to the faculty to update them on progress at the bargaining table, most of which painted the administration in very negative terms. In one of the updates, the union lamented that the administration was not serious about coming to agreement because they had offered only a 2% increase in base pay and offered no increase in the retirement contribution. While you can debate whether a 2% increase is a serious offer, in this example the retirement contribution was already calculated as a percentage of base pay. Thus, if base pay increases, the retirement contribution automatically increases by the same percentage. Presumably the union understood the math involved and was just framing the report in a negative way to garner support from the faculty for a potential strike. The more negatively something is framed, the more likely there is to be conflict that can quickly escalate.³²

But what if something is framed in such a way that it is not to your advantage? The answer is simply to reframe it. Let's say that it is the weekend and you have a couple of days off work and school. You had planned to enjoy outdoor activities and take care of some outdoor tasks but it begins raining and the rain is expected to continue for several days. You might be inclined to frame it in the negative and focus on not being able to do what you had planned. The result is that you are unhappy with the situation and feel as though you will have a wasted weekend. If you frame it as an opportunity to do something else instead of framing it in terms of what you are losing, you will likely be more pleased with the outcome. Perhaps you use the time to catch up with household chores or homework. Perhaps you invite friends over for dinner or simply relax and get some rest. You may frame it as being beneficial for your lawn or garden and eliminating the need to water it yourself. You might even view it in light of the Native American belief that rain washes away your worries.

We all know people who have lost their job. The initial reaction of a person who loses his job is usually negative with the focus on things that are being lost, especially the income and benefits. In the long term some people end up much worse off, while others end up in a much better place both literally and figuratively. The outcome will be influenced by how you frame the situation. By reframing it as an opportunity for gain instead of loss you will be open to more alternatives for using your time. You might decide to pursue something that you have always wanted to do. Perhaps you decide to further your education in your current field or even learn to do something completely different. You might even decide to turn a hobby into a business. The more alternatives you have the more likely you will be better-off with the outcome.

But reframing isn't just about generating more alternatives. It can also be used to strengthen your arguments in a negotiation. Assume you are negotiating to buy the house with the broken shutter and the seller is using a wide-angle lens to present the house as being in very good condition and negotiate a higher selling price. Instead of jumping into negotiating the price, you should first point out the need for repairs—the shutter and other items needing attention. This approach can reframe the negotiation from one over a house in very good condition that should command a premium price to a negotiation over a house that needs potentially costly repairs that justifies a discounted price.

RECIPROCITY

Reciprocity—the notion that if someone does something for you, you owe them—is one of the most powerful principles there is in negotiation according to social psychologist and internationally respected expert on negotiation, Robert Cialdini.³³ If someone buys you lunch, the next time it is your turn to pick up the tab. If someone gives you a birthday gift, you feel an obligation to give them one on their birthday. Indeed, most

of us know someone who has wanted to stop buying gifts for someone, but struggled with actually doing it. People may say they are going to stop, but when they receive a gift, they may begin to feel guilty. Some people are able to hang tough, while others back down and begrudgingly continue.

Often one of the biggest chores for graduates and newlyweds is sending thank you notes. When someone gives you a gift to commemorate your special day, it creates an obligation for you to thank them for it. This is such a cultural tradition that there are even rules as to how it should be done. The thank you notes must be handwritten, personal, and timely, according to etiquette expert, Letitia Baldrige.³⁴ While it's likely that people who receive thank you notes throw them away after reading them, the point is that the gift giver is likely to remember who has—and hasn't—sent a thank you note.

Similarly, grocery stores use reciprocity to increase sales. Think of the times you have been shopping only to be offered a taste of something you don't normally buy. If you try the sample, you feel more obligated to purchase the product than if you hadn't tried it. Stores know this and use it to their advantage, especially at times when there is a high level of traffic in the store (e.g., weekends) and customers are more likely to be a bit hungry (e.g., lunchtime and mid-afternoon). Reciprocity isn't limited to your personal life; you see it in the workplace as well.

If a coworker helps you when you are buried in work, you are most likely to reciprocate when your coworker needs help. If there isn't an immediate opportunity to reciprocate, there is usually an implied IOU. Sometimes the party receiving the help will even say something like, "I really owe you one," but even if words aren't exchanged, there is usually an unspoken understanding that she will reciprocate. Think about this the next time someone needs your help. Even if you are busy, helping others can pay dividends in the long run if you have the reputation of always going the extra mile for your coworkers.

Reciprocity may be either helpful or harmful depending on the behavior that is reciprocated.³⁵ In negotiations, reciprocity of concessions is what allows the parties to reach agreement. Beyond meeting the social obligation, reciprocating concessions is in the self-interest of the parties, commits them to the negotiation process, and fosters an ongoing relationship.³⁶ If one party agrees to something the other party wants, the other party is likely to reciprocate. It may even start a chain reaction of sorts—often referred to as the snowball effect—where the parties start agreeing on relatively small issues and work their way up to the bigger issues until they have a full agreement. This can be very advantageous if the issues and the parties' initial offers are symmetrical in significance and value. This would be the case when both parties start with moderate initial offers and concessions on issues are met with concessions on other issues of similar value. If on the other hand one party's initial offer is extreme and the other's is not, equal concessions will result in the first party obtaining a better outcome than if her initial offer was less extreme.

Reciprocity can be particularly harmful if one party takes a hard-line approach or behaves badly in a negotiation. When this happens the other party likely will mirror that behavior and the result can be a complete breakdown in the negotiation. An all too common example of this is road rage, where the results can be deadly. Most of us have heard the news accounts of one driver cutting off another, even if unintentional, only to have the other driver respond in kind and have it spiral out of control. Strategies and tactics for resolving conflict are addressed in detail in Chapter 5.

Points to Ponder

1. Think of something you do out of a sense of obligation that you would prefer not to do?
2. How difficult would it be for you to stop?

SUMMARY

In this chapter, we have introduced you to the basic language of negotiation beginning with definitions of bargaining mix, opening offers, and target and resistance points. Next, we explored the concept of BATNA and its role in negotiations. From there, we turned to the concept of the settlement or bargaining zone and its impact on the potential for reaching an agreement.

We defined settlement point and explored the Thomas–Kilmann Conflict Styles and the Dual Concerns Model for approaching conflict and negotiation. Finally, we introduced you to the impact of framing and reciprocity in negotiation.

SUMMARY: THE BIG PICTURE

Bargaining mix	All of the issues in a negotiation.
Initial offers, and target and resistance points	Need to define them for each issue when preparing to negotiate.
BATNA	The better your BATNA the stronger your position in a negotiation.
Bargaining range/settlement zone/ZOPA	The area between the parties' resistance points where settlement may occur.
Settlement point	The point of final agreement on each issue in a negotiation.
Approaches to negotiating and resolving conflict	Your approach will depend on your level of assertiveness and concern for substantive issues and the relationship with the other party and her outcomes.
Framing	How an issue is framed influences your behavior in a negotiation.
Reciprocity	Negotiators often reciprocate the other party's behaviors, both positive and negative.

KEY TERMS AND CONCEPTS

bargaining mix All of the issues involved in a negotiation.

bargaining range/settlement zone/Zone of Potential Agreement (ZOPA) The area between parties' resistance points.

Best Alternative to a Negotiated Agreement (BATNA) The most ideal alternative outcome one party to a negotiation could get without negotiating with the other party.

frame The lens through which you view a negotiation.

initial/opening offer The first offer made by a party in a negotiation.

Most Likely Alternative to a Negotiated Agreement (MLATNA) The most probable outcome

you would face if you do not come to a negotiated agreement.

reciprocity The notion that if someone does something for you, you owe them.

resistance point/reservation price A negotiator's bottom line; the point beyond which she will not go.

settlement point What the parties actually agree upon.

target point/aspiration The best outcome each party can reasonably and realistically expect to obtain as a result of the negotiation.

Worst Alternative to a Negotiated Agreement (WATNA) The worst outcome you might face if you do not come to a negotiated agreement.

DISCUSSION QUESTIONS

1. Identify the issues that might constitute the bargaining mix in an initial employment negotiation such as Katherine's in the chapter scenario.
2. Explain the differences between opening offers, target and resistance points, and their role in negotiation.
3. Discuss the role of a negotiator's alternatives in a negotiation.
4. Describe the impact of how an issue is framed on the final outcome in a negotiation.
5. Citing examples from your school, work, and personal lives, discuss the role of reciprocity in your daily relationships.

ETHICAL DILEMMA: TO RECIPROCATE OR NOT TO RECIPROCATE?

You are negotiating to buy a house. So far the sellers have been very cooperative in working out the terms of the sale and engaged in an integrative style of negotiation. Now, however, there is a problem. There is a wrought iron horse mounted on the exterior of the house on the chimney. The seller did not specifically exclude this on the sale agreement but now wants to keep it, saying it was a birthday gift from a family member. You like the horse and would like to have it remain with the house, but because the seller has been so cooperative on everything else, you aren't sure whether to pursue this.

Questions

1. Do you have any obligation, moral or otherwise, to cooperate with the sellers since they have been cooperative with you?
2. If the sellers had engaged in distributive bargaining tactics and were generally uncooperative would your answer to question 1 be different? How?
3. To what extent, if any, should you reciprocate the other party's behavior when negotiating?

ETHICAL DILEMMA: YOU HEARD IT THROUGH THE GRAPEVINE

You are in the market for a new-to-you car. There is one in particular that you are interested in that is for sale by a friend of a friend. You have driven it and had it checked out by a friend of the family who is a mechanic. Based on your research you have determined the car is worth \$8,000 and you are prepared to pay that much to get the car. The day before you planned to close the deal you heard through the grapevine that the seller has some unexpected legal problems that could land him in jail if he doesn't come up with \$6,000 to pay the fines very soon. This news has you wondering if you could get the car for even less than you were willing to pay.

Questions

1. How might you use the information about the seller's legal problems?
2. What could you gain by using the information?
3. What could you lose by using the information?
4. Is it ethical to use the information about the seller's legal problems to get the car for less than you determined to be a fair market price?

Exercise 2-1 It All Depends on How You Frame It

You have been with your current employer for five years. It is a good company for which to work, you like the work you are doing, and you are good at your job. You live in a great location with many friends and family members nearby. You are active in your community and participate in several local recreational activities with your spouse and children. Your boss has just informed you that the facility where you are currently working is going to be closed in six months. The work currently being done in your location will be moved to a similar facility in another state. There is a possibility of transferring to the new location, but you are not sure if you want to relocate. Using the following table, identify the advantages and disadvantages of transferring to a new location and remaining in your current location and respond to the questions below.

	Transfer to New Location	Remain in Current Location
Advantages		
Disadvantages		

1. Based on the advantages and disadvantages identified above, describe how you would frame the situation. _____

2. How would you reframe it? _____

3. How would the frame you use impact your decision of whether or not you would seek a transfer? _____

Exercise 2-2 An Amp on the Internet

Rick is an 18-year-old who is getting ready to go away to college where he will be living in a dorm. He has played bass guitar for six years and wants to be able to continue that while he is away at school. The problem is that the amplifiers that he has are all too large for a small dorm room and transporting conveniently. He wants to buy a small amp, but as a college student, his funds are very limited. He searched the Internet for amps for sale and found one that is just what he wants that is for sale by Alan.

Alan, a drummer, was in a band that recently split up in a very unpleasant way. To protect his credit rating, Alan paid the debts the band had accumulated and ended up with a variety of miscellaneous musical equipment which he has put up for sale on the Internet. At this point he is very frustrated and wants to be done with the whole ordeal, but needs to recover some of his money by selling the equipment. He has just been contacted by Rick who is interested in one of his amps.

Instructions:

Part 1: Identify the involved parties, their potential interests, and possible alternatives to a negotiated agreement.

Party	Interests	Alternatives to a Negotiated Agreement (BATNA, WATNA, MLATNA)

(continued)

Part 2: Identify the issues that would likely be part of the negotiation. For the first party you listed in Part 1 establish a plausible initial offer, target, and resistance point for each issue.

Issue	Initial Offer	Target Point	Resistance Point

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Part 3: Describe how the situation could be framed and then reframe it to see it from another perspective.

Initial Frame	Alternate Frame

Exercise 2-3 Four Is a Crowd?

Lisa lives in a five-bedroom rental house with two other college students, Max and Donnie. Lisa's good friend Rita lived in the house for the past two years, but moved out when her lease was up last spring because she was finished with school, except for her student teaching. At the time Rita was hoping to be able to do her student teaching in her home town so she could stay with her parents. Unfortunately, that didn't work out and she had to return to the college town for three months to complete her student teaching. She knew there was room available in the house with Lisa and was willing to pay her share of rent and expenses. She discussed it with Lisa, who thought it was a great idea since they had the room, and the money Rita would pay would help reduce costs for everyone currently in the house.

Lisa was very excited about having her good friend around again and thought Max and Donnie would be happy to reduce their expenses, but when she discussed it with them, they were less than enthusiastic. Donnie in particular, who had just moved into the house, was very much against it saying only that he "didn't care for" Rita. Lisa was very surprised at Donnie's reaction because Donnie had quite a bit of credit card debt and she had thought that he would appreciate the reduced living expenses.

Instructions:

Part 1: Identify the involved parties, their potential interests, and possible alternatives to a negotiated agreement.

Party	Interests	Alternatives to a Negotiated Agreement (BATNA, WATNA, MLATNA)

(continued)

Part 2: Identify the issues that would likely be part of the negotiation. For the first party you listed in Part 1 establish a plausible initial offer, target, and resistance point for each issue.

Issue	Initial Offer	Target Point	Resistance Point

DO NOT COPY, POST, OR DISTRIBUTE

Part 3: Describe how the situation could be framed and then reframe it to see it from another perspective.

Initial Frame	Alternate Frame

Exercise 2-4 Hot Fun in the Summertime

Scott, a college freshman who wants to become a lawyer, is getting ready to return home for the summer. His mother has made it clear that he needs to do something productive with his time and that he has to earn enough to cover his summer spending. Ideally, Scott would find a paid internship in his field. He talked to a local judge to see if there were any internships available. While the judge would like to have Scott work for the summer, he made it clear that he has no money to pay for an internship. Since a paid internship with the judge didn't work out, Scott is leaning toward Plan B, working for a friend of the family. It would put money in his pocket, but no relevant experience on his resume.

Instructions:

Part 1: Identify the involved parties, their potential interests, and possible alternatives to a negotiated agreement.

Party	Interests	Alternatives to a Negotiated Agreement (BATNA, WATNA, MLATNA)

(continued)

Part 2: Identify the issues that would likely be part of the negotiation. For the first party you listed in Part 1 establish a plausible initial offer, target, and resistance point for each issue.

Issue	Initial Offer	Target Point	Resistance Point

Part 3: Describe how the situation could be framed and then reframe it to see it from another perspective.

Initial Frame	Alternate Frame

Exercise 2-5 Neither a Borrower Nor a Lender Be

Bill borrowed \$4,000 from Barbara to pay for some repair work on his car and to pay off some high-interest credit-card debt. He said he would pay her back at the rate of \$300 per month. He just lost his job and is concerned that he won't have enough money coming in to live comfortably and still pay her back. Bill would like to drastically reduce the amount he is paying to Barbara each month so he has a cushion in case he has unexpected expenses.

Barbara is planning to purchase her first house. She wants to minimize her mortgage and needs the money Bill owes her to put toward her down payment. She has known Bill for quite a while and has come to believe that Bill cares only about himself.

Instructions:

Part 1: Identify the involved parties, their potential interests, and possible alternatives to a negotiated agreement.

Party	Interests	Alternatives to a Negotiated Agreement (BATNA, WATNA, MLATNA)

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(continued)

Part 2: Identify the issues that would likely be part of the negotiation. For the first party you listed in Part 1 establish a plausible initial offer, target, and resistance point for each issue.

Issue	Initial Offer	Target Point	Resistance Point

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Part 3: Describe how the situation could be framed and then reframe it to see it from another perspective.

Initial Frame	Alternate Frame

Exercise 2-6 Stretched Too Thin

Stephanie works in a hospital that is currently short-staffed. Because of this she is often asked to work double shifts and come in on her days off. She usually agrees because she is a dedicated employee and the extra money comes in handy since she just bought a new house. Lately, she has been working so many hours that she is getting burned out. She needs to get away from the hospital and spend some time with her family, but her boss keeps calling her and asking her to come in.

Dale is Stephanie's supervisor at the hospital. He relies on her a lot when he needs someone to cover a shift for someone who is unable to work his regular shift. Lately this seems to be happening more often. He knows that Stephanie is stretched very thin, but he has to have coverage for the patients and other employees are not as willing as Stephanie is to work extra shifts.

Instructions:

Part 1: Identify the involved parties, their potential interests, and possible alternatives to a negotiated agreement.

Party	Interests	Alternatives to a Negotiated Agreement (BATNA, WATNA, MLATNA)

(continued)

Part 2: Identify the issues that would likely be part of the negotiation. For the first party you listed in Part 1 establish a plausible initial offer, target, and resistance point for each issue.

Issue	Initial Offer	Target Point	Resistance Point

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Part 3: Describe how the situation could be framed and then reframe it to see it from another perspective.

Initial Frame	Alternate Frame

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