

Conducting a negotiation and modelling negotiation (incommensurable, asymmetrically alternate technologies)¹

John Rooke

Introduction

Arguably intended as an alternative to sociology in Garfinkel's (1984) early formulations, EM later appears, more modestly perhaps, as an *alternate* analysis, one that is both incommensurable and asymmetrical with formal analysis (FA) (Garfinkel 2002).

To say that EM and FA are alternate, rather than alternatives, might be taken to imply that the two may exist alongside each other without antagonism. Indeed, with a gestalt switch, one may see a social setting first through one lens and then the other.

The two lenses are asymmetrical in the sense that EM's focus on the local production of order makes FA reports and procedures available for EM analysis in a way that EM reports and procedures are not available to FA. An FA account of the doings and products of ethnomethodologists might focus on the historic and societal origins of the practice, or offer models of EM practice, but these cannot be taken as critical of EM practices, as these practices are grounded in the setting under study, rather than any pre-conceived model. By contrast, EM reports of FA practices, while avowedly neither "correctives", or "supplements" (Garfinkel 1984) to FA, have often been read as such, due to their status as reports from inside the setting.

But to what extent are the two incommensurable? Certainly, there is no simple correspondence between them. On the other hand, the very existence of the two forms of analysis and their availability as topics of inquiry in themselves, implies the possibility of translating between them. In order to explore the question further, this paper offers two alternate reports of negotiation from a meeting on a civil engineering project between a contractor and a consultancy representing the employer.

¹ I thank Wes Sharrock for helping me to explicate Garfinkel's phrase. The analysis was previously presented in an alternate form as an exercise in management studies, to the *Symposium on Sustainability and Value Through Construction Procurement*, CIB W092, Digital World Centre, Salford, 29th November–2nd December 2006 (pp482-490) as 'Getting to No: managing the delicate business of refusing a contractor's claim'. The alternate version can be found online at https://www.researchgate.net/publication/40227012_Getting_to_no_managing_the_delicate_business_of_refusing_a_contractor's_claim.

The first report adopts an EM approach, seeking to explicate the activities recorded in a short transcript from the meeting. The transcript is taken from a series of negotiations over a 'claim'. This involves the contractor asking for additional payment over and above that agreed in the contract. Such claims are more or less common on projects and depend on the contractor successfully arguing that some change in the conditions or scope of the work has occurred. A key sequence is analysed to show how a refusal to grant the claim is managed in such a way as to maintain good relations between contractor and client.

Due to the sensitivity of such meetings, they were not audio recorded, but the transcript was reconstructed from detailed notes taken at the time. Although, the transcript is not therefore 'perfect', it is sufficient to support the rough grained analysis offered here.

The second report compares the negotiating techniques identified in the analysis to those suggested by Fisher *et al* in the classic text on negotiation, *Getting to Yes* (1991). While some of the principles enunciated in this text clearly correspond to methods used in the negotiation, others are not. Moreover, additional techniques are employed that do not find a place in the *Getting to Yes* method.

Finally, the two reports are themselves compared and the relationship between them remarked upon. The issue of incommensurability is discussed and the possibility of a hybrid study explored.

Analysis of a negotiation: getting to 'No'

The interaction examined here took place at a monthly site meeting chaired by the Resident Engineer (RE) and concerned the contractor's application for an extension of time. Others taking part are: (on the consultancy team, in addition to RE) the Principal Engineer (PE) and (on the contractor's team) the Deputy Managing Director (DMD) and Site Agent (SA). The author attended these meetings throughout the project.

Most of these parties (apart from RE) had a previous familiarity with each other, having worked together on previous projects. Cordial relations were preserved throughout the project and the contractor's senior representative (DMD) would regularly take all participants for a meal at the conclusion of the meeting. It is worth noting that at the conclusion of this particularly difficult meeting the invitation to dine was extended and accepted as usual.

- RE: Well we might as well go straight into claims then.
DMD: What did we say at the last meeting? We were x weeks behind?
SA: Seventeen.
DMD: At the moment, you've granted six, haven't you?
PE: It needs to be clearly demonstrated.
SA: We appreciate that.
DMD: So will you be paying more than the six weeks this time?
RE: I doubt it.

- PE: [giggles] Sorry. Not the answer you were looking for.
DMD: It's quite simple for us, if there's a delay it's your fault. Not yours personally of course.
RE: I might change my mind DMD, after I've looked at x and y and put them together.
DMD: Obviously, we'd appreciate another six or seven weeks, if you can give them to us.
PE: Of course, if you can demonstrate them, there's no question of denying you your entitlement.
DMD: It's different interpretations of a completed clause fourteen programme, we'll have to sit down together.

This short transcript represents the whole discussion of the topic of claims that took place in the meeting. Topic change, at both beginning and end is explicitly marked.

As chair of the meeting, RE introduces the topic. His use of the phrase, 'we might as well' is worth noting, for both its informality and its lack of enthusiasm. It is the first indication of a concern to prepare the ground for the consultant's refusal and the contractor's recovery.

This introduction has an identifiable effect on the subsequent talk, in that it forms the first part of an adjacency pair (Sacks, Schegloff & Jefferson 1974). Who will speak to this? The speakers, as in all such negotiations, are organized into teams, in this case contractors and consultants. This influences the allocation of rights to speak. In a two party conversation, the speakers take turns, this applies equally when the parties are teams. This is not apparent however from a simple list of the team identities of the speakers. As Francis (1984) points out, a team's turn can consist in utterances from more than one speaker. He identifies four kinds of multi-speaker turn which teams perform in meetings, including: 'passing'; 'assists'; 'take-overs'; and 'movements'. No such extension of the consultants turn is made here: it is for the contractor to make the first move.

There are three multi-speaker turns in the transcript. The first is the most interesting, in that it contains considerable ambiguity. While some of this ambiguity is due to imperfections in the data, some is inherent in the talk itself. The sequence is:

- Consultant's turn* PM: Well we might as well go straight into claims then.
Contractor's turn DMD: What did we say at the last meeting? We were x weeks behind?
SA: Seventeen
DMD: At the moment, you've granted six, haven't you?
Consultant's turn PE: It needs to be clearly demonstrated.

Thus, the contractor's turn in this sequence consists of three utterances. The first of these is a question from DMD. It is not clear from the data whether the question is directed to a member of the consultants team, or to SA, who in fact answers it. (Though

sharper observation and/or better field notes, might have supplied this information.) Depending on who is the intended recipient of the question, this can be seen to be a team pass, or a team assist. If the question is directed at SA, then it constitutes a pass. A pass involves:

the initially selected speaker (the 'first recipient') producing an utterance which selects another participant (the 'second recipient') to perform an action which stands in a relationship of second action to the first which was initially directed to himself (Francis 1984, p23).

If the question was intended for a member of the consultant's team, it constitutes an assist. In an assist, a second speaker from a team assists a first speaker by correcting, amending, emphasising, or elaborating his utterance. The assist functions as a 'satellite', in that:

It is not intended to win the floor for its speaker in a way which will lead members of the other team to direct their subsequent utterances to him. (Francis 1984, p.29)

Sacks observes that a "fundamental" rule is that:

A person who has asked a question can talk again, has, as we may put it, 'a reserved right to talk again', after the one to whom he has addressed the question speaks. (Sacks 1974, p230)

Thus, in formulating his response as a simple answer to DMD's question, SA passes the initiative back to him.

The turn might also characterised as a team movement. This is defined as:

a sequence of talk in which the co-members of a team, in the presence of another team with whom they are negotiating, direct their talk to one another rather than to members of that other team. However, their co-team directed talk is so constructed as to be intendedly performing some action vis-a-vis the opposition team, and can be seen to be produced in order to perform that action. (Francis 1984, pp. 40-41)

One feature of the contractor's turn is that it displays the roles of the two members of the contractor's team involved. In his first utterance of the turn, DMD echoes RE's reluctance to enter too quickly into the negotiations, he is in effect saying 'let's begin negotiations', but it is left to SA to actually begin to outline the contractor's negotiating position. Regardless of whether DMD's question is directed at SA, or at a member of the consultant's team, it is displaying his uncertainty about the precise state of the negotia-

tions. Is this uncertainty genuine? As the senior member of the contractor's team, he might be expected to know the number of weeks delay that the project was suffering. In any event, he is making it clear that he does not see the precise figure as important. That it is negotiable is made explicit a few utterances later, when he states "we would appreciate another six, or seven weeks". In supplying the missing number, SA displays that he, in contrast, is able to recall the details of the negotiations. Thus, the outline of two complementary roles is established: DMD is the affable negotiator; SA, his competent technical assistant in the negotiation.

The intentional action is to establish a bargaining position without committing to it. It is made clear that the contractor is asking for compensation for seventeen weeks delay, but the contractor's principal negotiator, has demonstrated his lack of commitment to the figure by failing to remember it.

SA makes no provision for DMD to continue the turn and the latter is perhaps making a repair when he goes on to state the consultants' position; the consultants have not taken advantage of a possible turn transition. He does this without referring directly to the larger figure, but in such a way as to indicate that he is expecting an increased offer ("At the moment, you've granted six [...]?"). The utterance is phrased as a question, thus creating an obligation to respond.

In his response, PE doesn't answer the question directly, but orients to it by specifying a criterion by which an answer will be formulated: a request for a clear demonstration. In stating it, PE may be seen as following standard advice, by making it clear that he is negotiating with reference to objective criteria (Fisher *et al* 1991). However, he is also following the lead of RE and DMD by further delaying the negotiations. He is not ready to give the crucial figure: the number of weeks compensation that the consultant is willing to award. Thus, another way of reading the pair is that DMD has proposed a figure, which PE is simply refusing to endorse.

The contractor's following turn consists of two utterances and constitutes a take-over.

<i>Consultant's turn</i>	PE:	It needs to be clearly demonstrated.
<i>Contractor's turn</i>	SA:	We appreciate that.
	DMD:	So will you be paying more than the six weeks this time?
<i>Consultant's turn</i>	RE:	I doubt it.

A take-over has the same characteristics as an assist, except that it is intended to 'capture the floor'; that is to say, its design, or effect is to lead members of the other team to direct their subsequent comments to the speaker. Both involve an utterance from a team member, placed immediately after, or in the course of, an utterance by a member of the same team. Both are designed to elaborate on, qualify, amend, or otherwise supplement that utterance. In this take-over, SA opens by concurring with PE's statement of objective criteria. In point of fact, this utterance seems to be out of turn. PE's statement was in direct response to DMD, DMD might thus be expected to respond to it, which he does,

immediately following SA's intervention. DMD repeats his earlier question in a more pointed form. This time he makes it clear that he doesn't consider the six weeks compensation to be in doubt and explicitly asks for more.

The consultant's subsequent turn also consists of two utterances.

Contractor's turn DMD: So will you be paying more than the six weeks this time?

Consultant's turn RE: I doubt it.

Contractor's turn DMD: It's quite simple for us, if there's a delay it's your fault. Not yours personally of course.

RE's response to DMD finally states the consultant's position. It is interesting that this task is left to RE. In the case of both the consultant and the contractor, it is left to lower status members of the team to state their respective negotiating positions. This allows higher status members to distance themselves from these positions, leaving them with more freedom to negotiate. It is also true that these two members (resident engineer and site agent) work much more closely together than any other two members of the respective teams.

Notwithstanding the fact that RE does not directly refuse an increase in compensation, his statement that an increase is unlikely seems blunt in the context of the preceding talk. It is at this point that the difference between the two teams becomes explicit; it is the awkward moment that everyone has been avoiding. PE immediately steps in with an assist, to attempt to ameliorate the situation. His laugh and apology display embarrassment. The humanity of this response allows DMD to respond with a joke. He glosses the negotiation in an ironic and exaggerated manner.

The issue of blame which is raised at the heart of the matter. The success of the claim for compensation hangs on the question of who is responsible for causing the delay to the project. The delicacy of the issue is displayed in the second part of DMD's utterance, in which he hurries to assure the consultant's team that no personal offence is intended. It is a feature of jokes that they can be taken the wrong way.

DMD's joke is a reference to the structure of the setting. He is in effect saying that he has no choice, but to argue for the maximum amount of compensation. In this way he emphasises: (a) that he is dissatisfied with the six weeks; and (b) that there is no personal element in this dissatisfaction. In case this last point has been missed, he re-emphasises it ("not yours personally, of course"). Clearly, at this juncture, it is vital that the joke is not misunderstood and taken to be a literal statement of DMD's position.

At this point, RE responds to the cues he has been receiving and softens his original response. He makes it plain that the door is still open to further negotiation and confirms his adherence to objective criteria. ("I might change my mind DMD, after I've looked at x and y and put them together.")

In response, DMD puts forward another bargaining position; asking for "six, or seven weeks", in addition to those already granted. Six or seven, plus the six already award-

ed comes to twelve or thirteen, considerably less than the seventeen weeks which SA stated to be the delay. This is the strongest commitment which DMD has made in any of his utterances. It is phrased as a request (“we’d appreciate [...] if you can give them to us”). The whole utterance is designed to maximise goodwill on the part of the consultant and avoid taking a firm position (the latter, again standard advice from Fisher *et al* 1991). In effect, DMD is asking them to work with the contractor to maximise the contractor’s income. It contrasts with DMD’s earlier caricature of his own position (“if there’s a delay, it’s your fault”). This contrast, together with the comparison between the figure asked for and the stated delay, emphasises the modesty and reasonableness of the contractor’s position.

PE’s response is to re-iterate points made earlier. The door is still open to negotiation; the decision will be made on objective criteria. There may also be something of a gentle rebuke in his utterance. In saying “there is no question of denying you your entitlement”, he might be taken to be implying that an accusation had been made. He is certainly asserting that DMD’s plea is unnecessary.

At this point, the discussion is almost over. The position of both sides has been made clear to the other. It remains only for DMD to bring the discussion to a close. He does this by referring to the complexity of the negotiations and offering to “sit down” with the consultants, at a later date.

Modelling negotiating technique: *Getting to Yes*

In this section, the transcript is re-analysed using the framework of Fisher *et al*'s (1991) normative model of negotiation (henceforth, the GtY model).

The model proposes four key elements which comprise a coherent negotiating strategy: separate the people from the problem; focus on interests, not positions; invent options for mutual gain; insist on using objective criteria.

Separating the people from the problem is the primary element, which both enables and is enabled by the other three. It consists in recognising that each negotiator has two sets of interest, relational and substantive. Failing to maintain separation between these sets of interests damages the negotiation. Failure to gain desired substantive goals in the negotiation can generate negative personal feelings. Conversely, these negative feelings can lead to unnecessary arguments over minor matters of substantive interest.

A leading way of maintaining this separation is through the second element of focusing on interests, not positions. On the one hand, this involves stating ones interests rather than taking a negotiating position, which one then feels obliged to defend. On the other, it means achieving a kind of *verstehen* understanding of the person one is negotiating with, in order to take account of the interests that motivate *them*. Thus, position bargaining is held to carry a negative effect on personal relations, while interest bargaining is held to have a positive effect on problem solving, facilitating the third element.

The understanding of interests is used a foundation for the development of solutions that optimally meet the interests of both parties to the negotiation.

The fourth element is the use of objective criteria to evaluate solutions. Thus, negotiations are framed as a search for such objective criteria, again helping to focus on problem based solution solutions, distinct from the personal relations involved.

Separating the people from the problem

The intention is not simply to sideline personal relationships, but to treat them separately from the business of problem solving. The GtY model recommends a range of techniques for managing perceptions and emotions and building relationships. Much of the relationship management on the project under discussion was done outside the interaction analysed here. The regular meal at the end of the meeting was of course a key method of establishing solidarity between the opposed sides. A regular use of humour was also observed.

The effort noted above, to separate the discussion of claims from the ongoing business of the rest of the meeting seems also to express a concern with separating people from problem. RE's introduction to this sensitive topic advertises a measure of reluctance to proceed. It can be seen as marking the beginning of a section of talk in which care must be taken. Similarly, DMD closes the topic by nominating a different context in which it might be pursued:

we'll have to sit down together

Participants in the meeting are of course already sitting down together. However, a more intimate meeting is implied; a separate arena of negotiation, where the issue can be properly discussed. A parallel can be seen with GtY advice that negotiators should “sit literally at the same side of a table” (39) as a way of facing the problem, not the people. More immediately, the utterance effectively closes the topic by postponing further discussion.

The first contractor's (team) turn is also concerned with the relationship between people and problem. DMD's stated uncertainty about the precise details of the claim and SA's possible assist, constitute a team movement that identifies separate team roles, oriented towards people and problem respectively.

The conversational pair (team turns) which represents the contractor's request for more time and the consultant's refusal is again oriented to separating the people from the problem.

DMD: So will you be paying more than the six weeks this time?
RE: I doubt it.
PE: [giggles] Sorry. Not the answer you were looking for.

The DMD's request is designed to allow the smallest possible concession to be acceptable (“more than six weeks”), while reserving the right to negotiate further conces-

sions (“this time”). The RE's refusal is equivocal (I doubt it). Nevertheless, this constitutes the nearest thing to a position that has thus far been stated and it is followed by an immediate assist from the higher status PE, who apologises.

DMD's joke which follows constitutes the clearest indication of a separation of people and problem: “It’s quite simple for us, if there’s a delay it’s your fault. Not yours personally of course.”

In characterising the nature of the negotiation (for us, if there's a delay it's your fault) in an ironic manner, while insisting on its non-personal nature, he emphasises this distinction between the problem of the claim and the broader context of the personal and working relationships in the room.

Positions, interests and mutual gain

The relationship between the negotiation and the second GtY principle is complex. In their first team term, the contractor's team use the assist to allow the DMD to negotiate without taking a position.

Contractor’s turn DMD: What did we say at the last meeting? We were x weeks behind?
SA: Seventeen.
DMD: At the moment, you’ve granted six, haven’t you?

Although the SA states what might be a position (17 weeks) he does this as a technical fact, he is not personally principally responsible for conducting the negotiation. This allows DMD to refer to a possible position without having to own it. DMD follows this up by referring to a second possible position, this time attributed to the consultants.

While this movement is clearly designed to avoid taking a negotiating position, it does not follow the GtY advice to focus instead on the interests of the negotiators. The reason for this is made clear later in the exchange, with DMD's joke: “It’s quite simple for us, if there’s a delay it’s your fault.” Claims negotiations are zero sum games, in which the successful allocation of blame to the other party has direct financial consequences. The reasons for this are inherent in the construction procurement process, which severely restricts the freedom of action of the negotiators (Seymour, Shammastoma & Clark 1997). As a consequence, adoption of the third GtY principle, invent options for mutual gain, is not available in the setting.

Rather than focus on interests and collaboration, DMD adopts an alternative strategy of flexibility, suggesting positions, but never committing to them. A few turns later, he suggests a third position, which offers a compromise between the two already stated: “Obviously, we’d appreciate another six or seven weeks, if you can give them to us.”

The consultant's team adopts a similar strategy. PE's response to DMD's attempt to attribute a position to the consultants avoids either accepting or rejecting it: “It needs to be clearly demonstrated.” Interestingly, this does not prevent DMD from proceeding as if

the position had been accepted, he proceeds to negotiate as if it had been: “So will you be paying more than the six weeks this time?” RE's: “I doubt it” leaves this unchallenged, while casting doubt on the further claim. The two sides can be seen to be edging cautiously towards agreement.

Objective criteria

Reference to the fourth GtY principle is, by contrast, plain and unambiguous. It is first introduced by PE, in reply to the contractor's first team turn:

DMD: At the moment, you've granted six, haven't you?
PE: It needs to be clearly demonstrated.

Later, RE indicates that he performs an impartial process of analysis, once again implying an application of objective criteria: “I might change my mind DMD, after I've looked at x and y and put them together.”

The principle is most clearly demonstrated in pair which follows:

DMD: Obviously, we'd appreciate another six or seven weeks, if you can give them to us.
PE: Of course, if you can demonstrate them, there's no question of denying you your entitlement.

In this exchange, PE meets DMD's tentative positioning with a reiteration of the requirement that the validity of the claim be demonstrated. This is as clear a case as could be asked for of the principle of *insisting* on objective criteria in action. DMD then endorses the principle: “It's different interpretations of a completed clause fourteen programme, we'll have to sit down together.” Although different interpretations are involved, these are resolvable.

Summary

While some of the principles enunciated in the GtY model can be seen to correspond to methods used in the negotiation, others cannot. Moreover, additional techniques are employed that do not have a place in the GtY model. Thus, negotiators can be observed to explicitly 'separate the people from the problem', 'insist on objective criteria' and 'avoid taking positions'. On the other hand, while there is some indication of a focus on interests, this is implicit rather than overt. The invention of 'options for mutual gain' is not visible, at least at this stage in the negotiation.

Discussion

Two asymmetrically alternate analyses have been presented here, under the respective rubrics of ethnomethodology and formal analytic modelling. Are these two accounts incommensurable? If we take that to mean that the two cannot be meaningfully compared, then that is certainly not the case. Kuhn's (1970) notion that analysts trained in one or the other method of analysis will not understand the other, with its corollary that the new paradigm will ultimately replace the old, does not operate here. Indeed, such an interpretation would support the view that EM is an alternative, rather than merely an alternate analysis.

There are clues in Garfinkel's (2002) recommendations that we deliberately misread Heidegger, the implication being that we can read an account for an entirely different purpose from that for which it was written, systematically translating the meanings of the terms. When applied to the accounts above, this proves to be a fruitful procedure, allowing for a free flow of concepts between the two.

Thus, on the one hand, we can read the EM analysis as a model builder's search for additional elements from which a model may be built, or extended. On the other, we can read the GtY analysis as an ethnomethodologist's search for the lived detail of the negotiation.

Theoretical models as instruction or representation

The GtY model is considered here purely for its descriptive aspect. This is undoubtedly a misreading. The model has nothing to do with the problem of social order, as it occurs to either EM or classical sociology. It is not concerned with "immortal ordinary society really and not imaginably" (Garfinkel 2002:171), but with proposing practical means for conducting negotiations. Although it can be seen as a 'canonical description' (Lynch, Livingston & Garfinkel 1983) it is, to borrow a distinction from Searle (1975), directive, rather than representative. It is properly read as a set of instructions. Thus, its concern with descriptive precision is secondary and instrumental, serving to guide the reader in the correct application of the principles at its core.

For the purposes of the present study, this important distinction has been treated as unproblematic and its normative elements bracketed. This facilitates two analytic moves. First, it allows for the descriptive aspect of the model to be treated as a resource for analysis, without entailing an evaluation of the negotiation according to the principles of the model. This move effectively submerges the difference between GtY and FA models of an intendedly social scientific nature. In treating what these two approaches to model building have in common, we are able to compare some generic features of FA and EM. This is attempted in the following section.

Second, it allows key questions to be asked about the model from a model builder's perspective:

1. Can the principles of the model be shown to be realistic, in that they can be seen to be effectively employed in the negotiation?
2. Are there additions that might be made to the model, in the light of the negotiation?

These questions could not be asked, if the intention was to evaluate the negotiation according to the principles of the model. From an EM perspective, they cannot be asked at all. It was observed above that the GtY principles can be seen to correspond to methods used in the negotiation, but this is far from saying that these principles in some way underlie the activity. However, the questions are model builders' questions. They require, in effect, that we enter into another setting: that of model building. It is a move that must be made with caution, but it is a necessary one, if we are to understand the relationship between the disciplines from both perspectives. We can understand nothing about model building, if we neglect the primary concerns of the model builders.

The questions are further explored in the final section below, though no attempt is made to provide a full answer to them. This section may be read as an EM report on the process of model building. It can also be read as a preparatory exploration of the possibility of a hybrid discipline of EM informed negotiation studies.

The ethnomethodological significance of the GtY analysis

While the EM analysis, as presented, is autonomous of the GtY analysis, in terms of appropriate criteria for its evaluation, it nevertheless draws upon the GtY model as a set of sensitising concepts, alerting the analyst to features of the talk which might otherwise remain unnoticed. This might be made more explicit, if not for the danger that it might be taken by the careless or uniformed reader to assume a continuity between the two accounts that does not in fact exist. Thus, while Francis' (1984) EM account is intensively cited in the account itself, it has been felt necessary on this occasion to present the GtY citations in the separate GtY analysis, though as sensitising devices, the GtY concepts are exactly equivalent to Francis' descriptions of team moves. An alternative, adopted above, is to present the GtY concepts as a deliberate misreading.

It is for EM, as a naturalistic alternate approach, to represent the actual reality of negotiation as it is, rather than as it could or should be. It does not share the normative ambitions of either directive or social science models; its focus is rather to specify the reflexive nature of the talk. Sometimes this nature is relatively explicit, as in the first utterance of the transcript, in which the RE can be understood to be saying that as chair he is moving discussion to the topic of claims. At others it is necessarily implicit, as when the DMD replies in such a way as to imply 'I am not concerned with the actual details of the delay'. What the EM account seeks to show is how, through these utterances, the negotiators co-operate to produce the setting.

Sensitising concepts are always in some sense alien to the setting, just one step away from violating the strong requirement of unique adequacy. It is worthwhile to attempt to

specify how they differ from model builders' concepts. Most obviously, of course, they have no ontological priority in the analysis. We can dismiss out of hand theorists' devices, such as: members are deviant; members are unconsciously following the model; the real dynamics of the setting are hidden from view. Slightly less obvious is the flexibility of the concepts in ethnomethodological hands. Unlike Francis' analysis, the GtY is not simply a survey of members methods, but an integrated methodological strategy, in which methods are based upon principles which are themselves logically related. The efficacy of the model ultimately stands or falls on this logical integrity of its methods. EM upends this hierarchy; rather than principles, the concepts become simply categories employed to collect (identify and order) members methods.

The use of sensitising concepts in EM is closely related to the use of breaching procedures. Both devices help to stimulate the imagination into seeing the setting in a different way and thus gaining insight into the methods by which it is produced.

A further possibility² is that the GtY model (or elements of it) might be used as a version of Rose's gloss, to elicit from negotiators a commentary on their practices.

What can EM analysis contribute to negotiation theory?

Fisher *et al's* (1991) book seeks to offer clear and practical formulas for conducting honest, non-aggressive and rational negotiation. This intention distinguishes it from both ethnomethodology and formal analytic social science: from the former, in that it offers a formal normative model of negotiation; from the latter, in that the model is exclusively normative, making no claim to constitute an objective scientific description.

It is worth pausing to consider what the latter distinction implies for the use of the term model. GtY does not claim to be a descriptive model which represents reality, but rather, to be a set of instructions which we may *model reality upon*. It is a model in the sense that it is held up as an example to be imitated. GtY belongs to a genre of management studies which unpretentiously intends to offer advice to managers.

Since value judgements are intrinsic to the model, it cannot be proven wrong merely through empirical investigation. One advantage of this, from the point of view of interdisciplinary relations is that the model is less vulnerable than formal analytic social science models to the embarrassments often created by EM investigations. To show that important elements of the negotiation are not accountable in terms of the model, is not sufficient to constitute a critique, intended or otherwise. No pretence to comprehensive description has been made by the model builders and any suggested changes to the model must be explicitly tested against the normative principles on which it is founded.

Furthermore, though this must ultimately be a primary concern for model builders, it is no part of this study to decide whether the negotiations fall short of the model, or whether the model falls short of an adequate analysis of the negotiations.

² I am grateful to an anonymous reviewer for this suggestion.

This is not to say that the ethnomethodological study has no value to model builders. Additional techniques found to be present which are not covered by the GtY model include the use of humour and a focus on the autonomy of relationships beyond the arena of negotiation. Thus three points may be noted, which offer possible extensions to the GtY model:

1. separation of people from problem is occasionally managed by following the advice to face the problem, not the people, but is more routinely a matter of creating distance between negotiators and negotiation using methods not specified GtY;
2. positions, while never unambiguously adopted, are used by the contractor as negotiating tools through a process of tentative suggestion;
3. the consultants routinely avoid these positional invitations by invoking a need for objective criteria.

In any event, in formulating generic advice, certain aspects of the reality of negotiation are inevitably lost. This is not a fault of the model, but a feature of the FA method. Nor can it be seen as a failing of the method, the method and the models it produces have their uses. The relationship of negotiation talk to the normative GtY model is, as has been demonstrated above, subtle and various. Such models do not provide a set of unambiguous rules which can be followed mechanically, nor are they intended to; they *do* provide resources that can be drawn upon selectively and appropriately, depending on the contingent circumstances that pertain. In seeking to offer advice and guidance, management studies must involve academics ignoring aspects of reality that do not suit their purpose. This is not a deficiency in management studies as a discipline. It is not the consequence of a lack of rigorous philosophical method (though certainly, such method is often lacking). It is rather, an inevitable consequence of the human practice of giving general advice. This requires that the reflexive nature of the talk, apparent in the transcript, is subsumed to the pragmatic considerations of what-is-usually-the-case.

Thus, the reflexive properties identified in the EM account are available in three ways as resources for the construction of a generic normative model of negotiation, similar in style and intention to GtY. Firstly, as should be clear from the analysis itself, features of the GtY analysis draw upon the EM report for data. Second, inasmuch as the utterances reported in the EM analysis specify for interlocutors the nature of the action that they constitute, they might be treated as material for a model of self-presentation in negotiation. Finally, the teamwork initially described by Francis (1984) is also suggestive of a model for negotiating practice.

References

- Fisher, R., Ury, W. & Patton, B. (1991) *Getting to Yes*, (second edition) Random Century, London.
- Francis, D. (1984) *Some Structures of Negotiation Talk*, Occasional Paper No 12, Department of Sociology, University of Manchester.

- Garfinkel, H. (2002) *Ethnomethodology's Program: Working out Durkheim's Aphorism*, Rowman & Littlefield, Lanham.
- Garfinkel, H. & Wieder, D. L. (1992) 'Two Incommensurable, Asymmetrically Alternate Technologies of Social Analysis', in G. Watson & R. M. Seiler (eds.), *Text in Context*, Sage, London, pp. 175-206.
- Kuhn, T. S. (1970) *The Structure of Scientific Revolutions* (second edition) University of Chicago Press.
- Lynch, M., Livingston, E., & Garfinkel, H. (1983) 'Temporal order in laboratory work', *Science observed: Perspectives on the social study of science*, Sage, London 205-238.
- Sacks, H. (1974) 'On the Analyzability of Stories by Children', in R. Turner (ed.) *Ethnomethodology*, Penguin, Harmondsworth, pp. 216-232.
- Sacks, H., Schegloff, E. A. & Jefferson, G. (1974) 'A Simplest Systematics for the Organisation of Turn-Taking for Conversation', in *Language*, 50:696-735.
- Searle, J. R. (1975) 'A Taxonomy of Illocutionary Acts', in K. Gunderson (Ed.) *Language, Mind, and Knowledge*, University of Minnesota Press, Minneapolis.
- Seymour, D., Shamma-Toma, M. & Clark, L. (1997) 'Limitations of the use of tolerances for communicating design requirements to site,' *Engineering, Construction & Architectural Management*, 4(1):3-23.