In Theory

Interests vs. Positions:
A Critique of the Distinction

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Getting to YES has popularized the focus on interests rather than positions in negotiation. However, sometimes an emphasis on interests, to the exclusion of the positions of the parties, can be counterproductive. Among other issues, this article highlights difficulties stemming from: ambiguities in the meanings of the two words; the significant role that positions play in negotiation dynamics, particularly in communication and in intergroup bargaining; and negotiations that hinge partly on people's values and perceptions rather than interests.

Many negotiation scholars have emphasized the distinction between "interests" and "positions" in the effort to reach agreement in negotiation. The first to give the idea wide publicity were Fisher and Ury in Getting to YES (1981). They use the same distinction in a number of other works (Ury, Brett, and Goldberg 1988; Fisher and Brown 1989; Ury 1991). The literature contains occasional reservations about the idea (e.g., Lax and Sebenius 1986: 69) but, in general, the distinction is widely accepted. Many analysts who use or advocate the distinction refer to Getting to YES as its source (e.g., Rubin 1989: 203; Neale and Bazerman 1991: 19; Friedman 1992; Roloff and Jordan 1992: 23; Lewicki et al. 1994: 85-6; Bettinghaus and Cody 1994: 329). The advice is preserved largely unchanged in the revised edition of Getting to YES (Fisher, Ury, and Patton 1991). The key idea is that

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agreement will generally be facilitated by concentrating on parties' interests, rather than on their positions.

*Getting to YES* has been an important book, and a useful one, for many negotiators, but it was intended more as a handbook than a theoretical treatise. Because its idea about distinguishing positions from interests has been taken up in so much of the literature, it is worth considering that idea in more detail. While the approach recommended in *Getting to YES* may often be salutary, I believe the interests-positions distinction can sometimes be problematic and, in some important types of cases, the distinction can even mislead the negotiators. Some difficulties revolve around the meaning of the distinction. Others relate to the important role that positions play in negotiation dynamics, particularly in communication and in negotiations between groups. Finally, there is the fact that some negotiation is centrally concerned with cognitions and perceptions, rather than interests.

Underlying the critique presented here is the view that the distinction between interests and positions rests on an outmoded distinction between motivation and cognition. The idea that interests and positions can always be distinguished for the purposes of negotiation is related to the idea that behavior can always be explained by assuming that humans have drives or instincts which impel them toward certain end-states, together with perceptual-cognitive mechanisms that determine concrete behavior in light of those drives or instincts. That generalization is a doubtful one (cf. Weinberger and McClelland 1990), and raises problems in thinking about certain types of negotiation. Some recent articles have begun to identify related problems (e.g., Putnam 1994; Smyth 1994), but have not directly challenged the distinction between positions and interests.

If the critique presented here is a sound one, the implication is that real-life negotiation is often not amenable to the nostrum of distinguishing between interests and positions. Instead, productive negotiation requires us to use a variety of psychological concepts — like moods, motives, interests, values, positions, beliefs, perceptions, and so on — attending to whichever of these factors is most important to the dynamics of the particular negotiation in which we are involved. In addition, there will be some types of negotiations where positions are particularly important, such as those where one party (or more) is a group which relies on positional consensus for its internal unity.

**Ambiguities in the Distinction**

Although *Getting to YES* is regularly cited as the source of the distinction between interests and positions, the distinction is not clearly stated there. It has to be extracted from statements made at various points in this influential book. For example, positions are something parties tend to "lock themselves into" (Fisher, Ury, and Patton 1991: 5), and which produce a "contest of will" (p. 6). They often obscure what parties really want (p. 11). They are decided upon, whereas interests are what cause the decision (p. 42). It is...
interests which "define the problem" (p. 42), and perhaps because of that "for every interest there usually exist several possible positions that could satisfy it" (p. 43). Positions are likely to be concrete and explicit, whereas interests tend to be abstract and intangible (p. 45). Nevertheless, interests include "basic human needs" (p. 49). While these comments are suggestive, they leave some important issues undetermined.

**Subjective and Objective Interests**

A key problem when considering interests is the ambiguity between objective and subjective interests (Swanton 1980; McCullagh 1991). The former refers to whatever actually promotes an individual's well-being, whether or not it is known or preferred by the individual. The latter refers to what the individual prefers, whether or not it actually promotes the individual's welfare.

The injunction to focus on interests may seem appropriate because it conjures up the idea that satisfying the interests people have is good for them, in addition to being what they want. Nevertheless, it is only sometimes that interests are what are good for people as well as being what they want. Interests sometimes mean things people want that are not good for them, and sometimes they mean things that are good for them that they do not want. This is a significant consideration in negotiation because attending to others' objective interests will promote agreement only if they are motivated to satisfy those interests. For example, it may be in my objective interest to buy a safe car rather than a fast one; but I may not accept this objective interest, which would have significant implications for a salesperson negotiating with me. This paradox raises both tactical and ethical issues. When people's subjective interests diverge from their objective interests, attending exclusively to others' subjective interests leaves a negotiator open to charges of exploitation and selfishness. On the other hand, what people do, and what they will agree to, is more directly a product of their subjective interests than of their objective interests.

Discussions of negotiation that emphasize the distinction between interests and positions usually refer to subjective interests. That idea most fully captures the idea of motivation, which has direct implications for the dynamics of negotiation. Objective interests may not, in any straightforward way, shape negotiators' behavior or readiness to agree. Much of the literature's emphasis on the distinction between interests and positions can be explained as an attempt to distinguish between what parties say they want and what their underlying motivation is. Fisher, Ury, and Patton (1991: 42, emphasis in original) provide some examples and then write:

Such desires and concerns are *interests*. Interests motivate people; they are the silent movers behind the hubbub of positions. Your position is something you have decided upon. Your interests are what caused you to so decide.
In fact, because of the ambiguity I have just noted, motivation may quite evade a focus on interests. It is certainly possible to be motivated by things that are not in one's objective interests, and not to be motivated by things that are in one's objective interests. Sebenius (1991: 205) suggests that "negotiation analysis is radically subjective in the sense that it is presumed to be up to the parties to decide how they see their interests and how they forecast different events." While there is no objection to such a mode of analysis if it succeeds, it would be misleading for it to gain support from a covert appeal to the objective notion of interests as well as to the subjective notion. Such a covert appeal may be encouraged by the use of the term "interests" rather than by, say, "motives."

**Positions and Commitment**

What of positions? In much of *Getting to YES*, a position seems to be what a party states at a particular time that it would be willing to accept as a settlement. That definition is consistent with the way the term is often used elsewhere in the literature (e.g., Pruitt 1981: 23; Dunlop 1984: 13-15; Walton and McKersie 1991: 82). Some authors use the term "proposal" with a similar meaning (Pruitt 1981: 169; Tutzauer 1992: 69). However, there are other meanings that can be attached to position. Consider, for example, Rojot's comment (1991: 78) that "the success or failure in reaching one's objectives depends to a considerable extent on the amount of information available — both about one's own position and that of the other party." Here, the position is not what is overtly stated; there is no information problem about that. In this case and in many others, position refers to something the party is committed to, without the commitment necessarily having been made public. The connection between positions and commitment is clear in Walton and McKersie's definition of commitment as "the taking of a bargaining position with some implicit or explicit pledge regarding a future course of action" (1991: 82). Many points in *Getting to YES*, such as the tendency for positional commitment to result in a "contest of will," follow just from the fact of commitment.

There are different kinds and degrees of commitment. For example, position sometimes refers to a value statement or a belief about what ought to happen (e.g., Walcott, Hopmann, and King 1977: 194). On the other hand, commitment sometimes means just a willingness to agree, or to reject other possible agreements (e.g., Lax and Sebenius 1986: 70, footnote 7; Rojot 1991). The dynamics of negotiation may be affected by the nature of the commitment, and commitments based on values may be part of an articulated ideology. Such situations may require an approach different from that used when commitments are based on interest alone.

Nevertheless, in either case, if "position" means what a party is committed to, and means only that, there is room for the party to dissimulate about its real position. The fact that that is possible emphasizes that there are two important meanings for position: one, a public statement by a party about what it will agree to; two, a commitment to some possible outcome. These
two meanings are found together, but they are in principle two separate things: what a party is committed to and what it publicly offers. Either can be referred to as a position.

**Positions and Instrumental Interests**

The ambiguity of "position" is particularly important if one considers another point about interests. As noted earlier, interests may be construed to be either subjective or objective, and those who advocate distinguishing positions from interests probably are talking about subjective interests. In addition, there is a difference between ultimate and instrumental interests. Interests in the sense used by Fisher, Ury, and Patton cannot mean only "ultimate interests." Lax and Sebenius note that interests may be either instrumental or intrinsic (1986: 70-74), but their definition of these relates the distinction only to negotiators' perceptions about effects on subsequent dealings. There is a broader sense of ultimate as opposed to instrumental interest.¹

Fisher, Ury, and Patton offer the following as examples of things that are objects of desires and concerns: cash, peace and quiet, having at least $100,000 to settle with one's ex-wife, and sticking to what one has said to one's family about not paying more than $95,000 for a house (1991: 42). At least some of these are clearly instrumental interests; someone would have them as interests only because they are instrumental in attaining objects of other more fundamental desires and concerns. Such interests can be contrasted with ultimate or intrinsic interests: objects that are items of desire or concern for their own sake.

In some cases, parties' positions in negotiation are just statements of what they see as their instrumental interests. For example, my stated need for cash stems from my belief that cash will enable me to satisfy other, more basic interests. Here my position is just a public statement of my subjective instrumental interest. There are many cases in which subjective interests, the things people are actually moved to attain, stem from the beliefs they have about what is instrumental in attaining other goals. The things people aim for in negotiation are often based on beliefs that those things will best serve their ultimate interests. The outcome that a party states it will accept, its "position" in that sense, may just be a statement of what it sees as its instrumental interests.

For example, consider the illustrative case given by Fisher, Ury, and Patton of the 1978 Camp David negotiations involving Israel and Egypt. One of Israel's "positions," they write, was to keep some of the Sinai; they contrast that position with Israel's underlying interest in security (1991: 42). The authors suggest that interests were reconciled without reconciling positions, through the plan that allowed Egyptian sovereignty over the Sinai while demilitarizing large areas. However, it would be misleading to suggest that its position was something that Israel just "decided on." Rather, Israel's position...
that it had to keep some of the Sinai stemmed from its perception that control over the Sinai was necessary for its security.

In such situations as this case, it is quite correct to say that we ought to try to discern parties' underlying motivation. What a party says it will agree to is based on its beliefs about the best way to satisfy the party's ultimate interests. There may be alternative ways to satisfy its ultimate interests, which will better harmonize with other parties' interests. Insofar as a party's statement of what it wants constitutes a position, it is quite correct to distinguish the position from the underlying interests. However, I believe two factors limit the effectiveness of this approach.

First of all, such an approach oversimplifies. If negotiators identify another party's stated aim as a "position," on that approach they may tend to disregard or discount the position. However, that position may be justified by the other party as a means to its underlying interests. Discounting the position is likely to be perceived by the other party as denigrating either its interests or its beliefs about how to attain its interests. Dealing effectively with another party often requires an understanding of the other party's beliefs and motives, and the link between them — not an exclusive concentration on the other party's interests. At the same time, interests may be instrumental in attaining other instrumental interests, which may themselves be instrumental in attaining yet further instrumental interests, and so on.

Thus, it may be misleading to concentrate on interests as a single, unified category. If negotiators identify things as interests, they can as a result be discouraged from looking further, even though those interests may be only instrumental interests. It still may be possible to look further and see what lies beneath the interests which have so far been identified; it is not only positions that need scrutiny. To overcome this, Fisher, Ury, and Patton (1991: 49) suggest particular attention to "bedrock concerns which motivate all people," but it is not clear that these can be identified in a straightforward way.

The second limitation of the interests-vs.-positions approach is that it can confuse two kinds of meaning. For instance, on the one hand, there are cases where a party's stated position simply articulates what it sees as its instrumental interest; on the other hand, there are cases where a party adopts a position because of its beliefs about the effect that will have on the dynamic of the negotiation. In the first case, a party may be committed to its position to some extent, but not necessarily more than to any subjective instrumental interest. If a party is motivated to achieve some goal, and has a genuine belief about how to attain it, then that implies some degree of commitment to the perceived means. A position in the sense of a public offer may involve no commitment beyond that. This type of case needs to be contrasted with others where a party's position is "decided on," in that it results from a conscious decision that a party takes based on its expectations about the dynamics of the negotiation to follow (for example, it believes that by making high demands it will achieve higher eventual gains).
Earlier, I noted the ambiguity of what is meant by position, between public statement and genuine commitment. That reflects but does not coincide with the relationship between positions and instrumental interests. There are three dimensions along which positions may vary: the extent to which they are publicly stated; the extent to which parties believe their positions to be instrumental in attaining further interests; and the extent to which the parties are committed to the positions. It seems clear that changes along one dimension may effect changes along another. For example, public statements may influence degree of commitment (Cialdini 1993: 58). However, it also seems clear that no systematic correlation between such variables exists. In particular, commitment may arise from factors other than beliefs about instrumentality. For example, consider the case of a party who decides on its position for reasons of negotiation dynamics.

**Positions, Concessions, and Communication**

A good deal of evidence already exists to support the belief that concessions — particularly exchanges of concessions — play a significant role in negotiation, including a role in coordinative behavior (see, e.g., Rubin and Brown 1975: 272-278; Pruitt and Lewis 1977: 165, 179; Pruitt 1981: 16, 116-118; Jensen 1984; Patchen 1987; Lawler and Yoon 1993; Lewicki et al. 1994: 32). Jensen (1984: 535-536) writes that:

> Perhaps no proposition related to bargaining behavior has been better documented in both experimental studies and real life situations than the one suggesting that concessions tend to be reciprocated. Without such reciprocal concession-making, it is unlikely that negotiations will be successful or that problems will be solved.

However, a position, in the sense of a party's statement about what it would be willing to accept, may be necessary for a concession to be identifiable as such. In his own study of strategic arms control, the definition of concession Jensen used was: "a move toward the position of the other side, as defined at the time of the move, is regarded as a concession" (1984: 537).

Lewicki and his coauthors cite Pruitt as saying that "when one party accepts an alteration in its position, a concession has been made" (1994: 31). In fact, however, Pruitt's definition reads: "a concession is a change of offer in the supposed direction of the other party's interests that reduces the level of benefit sought" (1981: 19, emphasis added). That definition suggests that in principle, concessions might be defined either by reference to positions or by reference to interests. It seems clear that if we define concessions by reference to positions then it is possible to identify processes of concession exchange. Is there any way we can do so if we concentrate on interests?

Suppose that concessions were taken as concessions to another party's interests, at the expense of one's own interests. For the concessions to have the effects that various writers suggest, they must be recognizable as conces-
sions. But that means that the interests must be known and recognizable, and in many cases they are not. There are many cases where negotiations open in the absence of trust and mutual knowledge. In such cases, parties may reasonably decide not to reveal their interests. On the other hand, if a position is what a party says at a given time it will accept — one of the standard meanings of "position" identified above — a position is explicit and relatively well defined. Because such a position is explicit and well defined, it can figure in a series of recognizable mutual concessions. Jensen (1984: 537) sometimes found some difficulty in identifying a concession or a retraction, but was able to proceed by reference to positions:

Some moves were not so apparent as in the case of a state dropping a demand, but ultimately even these moves could be identified by comparing past and present proposals or past positions and the final position as found in the treaty or agreement negotiated.

Because of their open, explicit nature, positions perform functions that interests cannot. Many authors have noted that concessions may function to assist bargaining through their expressive or communicative role, perhaps even overshadowing other forms of communication (Tutzauer 1992: 81). Walton and McKersie (1991: 88) point out that "the alternation of concessions is not a mechanical process. Each side is alert to the meaning of the other's concession." They give an example of a strike that resulted when a "company missed the tenor of the union's concession and failed to respond in kind." Their discussion clearly assumes that the communicative function of concessions is bound up with positions and commitment; they go so far as to refer to "the communicative acts referred to as commitments" (1991: 82).

The same general point is reflected in the two functions that Rubin and Brown suggest for concessions. First, "concessions convey vital information about a bargainer's subjective utilities." They add that concessions "allow each party to gauge the other's preferences and intentions and, in turn, permit each party to present or misrepresent information about his own" (1975: 276). Second, concessions convey important information about one party's perception of another, in particular about how capable and effective the first party perceives the other to be (1975: 276-7). Concessions may also indicate what a party perceives another's intentions to be (see Rubin and Brown 1975: 266, 276; Pruitt 1981: 33-40; Patchen 1987). Presumably, concessions may also convey information about a wider range of the party's cognitions, as well as its perceptions of the other. Israel's position on the Sinai may have conveyed information about its perception of military possibilities, as well as its impression of Egypt. That possibility is important; it will often be very worthwhile to know how another party sees things.

It is important that positions serve to communicate just because they indicate commitment. The statement of a position may be intended to communicate something, but demands special attention because of the
commitment it makes (rather like bidding, at contract bridge), and may communicate more effectively because of that commitment. This is an example of the fact that “the same utterance may perform multiple functions,” which Womack notes is “a major difficulty in studying negotiation communication” (1990: 79).

The complexity of such communication adds to the complexity of negotiation, and that makes negotiation more demanding. For example, parties should take a balanced approach to offers and concessions; to be most effective, offers and concessions need to be supplemented by verbal interchange (Putnam and Wilson 1989; Womack 1990; Keough 1992). However, verbal interchange alone will seldom be enough (Putnam and Wilson 1989; Roloff, Tutzauer, and Dailey 1989). In general, “bargainers rely on both the content and the function of messages to provide information about proposals as well as reveal clues about their opponents' preferences and interests” (Putnam and Roloff 1992: 3-4).

Concentration on parties' interests rather than on their positions may conceal the relationship that exists between the two. Interests — in the general sense of underlying motives — may be fundamental in determining what agreement is possible. However, it frequently is not possible to discern what those interests are except through attending to parties' positions. The suggestion that one attend to interests rather than positions is like an injunction to attend to people's meaning rather than to the words they actually use. It is normally an error to attend to the words to the exclusion of their meaning, but that does not imply that we can concentrate on meaning without attending to the words. To concentrate on interests rather than positions implies that we ought to concentrate on what people really want, rather than on what they say they want. That is reasonable, but what people say they want may be a major source of information about what they really want.

**Positions, Interests, and Internal Unity**

In addition, positions play a major role in maintaining internal structures within parties. In material added to the second edition of *Getting to YES*, Fisher, Ury, and Patton write:

Positional bargaining is easy, so it is not surprising that people often do it. It requires no preparation, it is universally understood . . . and in some contexts it is entrenched and expected. In contrast, looking behind positions for interests, inventing options for mutual gain, and finding and using objective criteria take hard work and, when the other side seems recalcitrant, emotional restraint and maturity (1991: 157).

They suggest that:

In many labor-management and other contexts the parties have a long history of hard-fought and almost ritualistic positional bargaining. Each side sees the other as "the enemy" and the situation
as zero-sum, ignoring the enormous costs of strikes, lockouts, and bad feelings (1991: 159).

However, there are factors about positional bargaining in the labor relations case that are not unique to that case but emerge from such negotiations with particular clarity. In my opinion, these factors suggest that Fisher, Ury, and Patton oversimplify in their opposition to positional bargaining in labor relations and some other similar cases.

It is quite true that history often plays a major role in these cases, as Fisher, Ury, and Patton write. But there is really no reason to assume that either side is "ignoring the enormous costs of strikes, lockouts, and bad feelings." The situation is partly explained by history, but not in the sense that the sides have simply fallen into bad habits that they can easily correct. History in the labor-management context has created mutual expectations that reinforce one another, and have led to a lack of trust (see, e.g., Hunter and McKersie 1992). Importantly, though, each party's notion of the other as the enemy results from more than history and a lack of trust. In addition, there is opposition between the positions to which both sides are committed simply for reasons of internal unity.

It is clear that internal unity may have a major effect on bargaining success. Morley (1992: 204) notes that:

...considerable attention has been paid to the possibility that internal conflict is a major cause of impasse in external negotiations, frequently leading to industrial disputes which are won by the other side...There are three main reasons for this. When internal conflict "spills over" into negotiations between the sides, it becomes much harder to see what each regards as minimum acceptable terms. Negotiators also find it harder to see whether commitments made at the "bargaining table" will be approved by those whom they represent. Finally, a side which cannot agree a policy is likely to find that internal divisions are exploited fully by other parties.

However, internal unity in the sorts of case mentioned consists of the side having and maintaining a common position. Maintaining a common position may be important to allow group members to attain their interests. For example, if two people are negotiating for the sale of some property they own together, it may be important for them to maintain a common position. This is hardly a revelation, but is a point that is basic to understanding the dynamics of labor relations. Putnam (1994: 341) has suggested that "treating the individual as the driving force of negotiation is currently being challenged." However, it does not seem to have been recognized that parties which are groups may rely for their unity and existence on positional consensus. Where they do, it may not be possible to distinguish between positions and interests in any useful way.
For labor unions in particular, unity and solidarity are a *sine qua non* for their continued existence. Union members view themselves as having certain collective interests, which are bound up with a common position. Encouraging people to turn away from positions to concentrate on interests may encourage attention to individual interests at the expense of collective interests. To that extent, the work of Fisher, Ury, and Patton may unintentionally serve a strong and long-established vein of anti-union sentiment in United States business and legal culture (Atleson 1983). 7

Unions are more dependent than management on the development of particular bargaining positions to sustain their existence. Even so, unified positions can also be important for employers in labor-management negotiations. Kochan and Katz (1988: 254-5) comment that:

> It is true that the political structure of unions makes it more difficult for them than for most managements to resolve conflicting goals, priorities, and internal power struggles. Nonetheless, in firms where the locus of decision-making power is unclear or widely dispersed within management, open conflicts are also likely to occur and carry over into the negotiations process.

For both unions and management, the requirement of a common position may arise simply from the need for unity. In addition, that need may be exacerbated because the negotiation takes place through agents. Ancona, Friedman, and Kolb (1991: 170) note that in labor relations "balancing internal and external demands is among the most difficult tasks facing the team engaged in mutual gains bargaining." Perhaps the central problem is that:

> ...people are required to commit themselves to forms of collective action which they can justify to those whom they represent. To justify our actions we have to show that they may be seen as following a particular line (Harré 1979; cited in Morley 1992: 216).

In some cases, it is a major oversimplification to suggest that the explanation for positional bargaining is that it is "easy," or that it "requires no preparation." Walton and McKersie provided an extensive discussion of the "intraorganizational bargaining" that may be required for a party to develop its negotiating position (1991: Chapters 8 and 9).

Fisher, Ury, and Patton at one point comment that "the more people involved in a negotiation, the more serious the drawbacks to positional bargaining" (1991: 7). That is also an oversimplification in labor relations particularly. One well-known form of labor relations bargaining when there are many parties involved is pattern bargaining. One pair of the many parties involved works out an agreement, which is then a "pattern" for others to follow. The fact that this agreement has been worked out in one case creates a salient option for others, and the existence of such a model for negotiators makes it more likely that they can find agreement (Pruitt 1981: 57-70).
is salient is a common, agreed-on position, and to that extent the subsequent negotiation process is positional bargaining.

To some extent, pattern bargaining in labor relations has fallen into disrepute because of its association with inflationary outcomes. However, such outcomes are not a necessary consequence of pattern bargaining (Bluestone and Bluestone 1992: 103), and it is well known that "pattern followers are less likely to experience a strike than are pattern setters and other units negotiating outside of any accepted patterning arrangement" (Kochan and Katz 1988: 252). There may be disadvantages, and it may be desirable for a pattern bargain to be adapted to the circumstances of a particular firm or plant. However, the costs and benefits of positional bargaining need to be assessed on their merits in each specific case.

The same need to weigh costs and benefits is evident in cases where a position is important for group cohesion. It has been suggested that Japanese negotiators put significant time into reaching consensus on a common position, which promotes group cohesion but decreases flexibility during the negotiation process (March 1989: Chapter 8). There is some recognition of this tradeoff in Getting to YES (1991: 102-3), but a clear suggestion that flexibility is generally preferable. In fact, though, the relative importance of those two factors will vary from case to case. For example, it will depend partly upon the internal structure of the two parties. In general, labor unions rely more strongly on a common position than business firms do, because the unity of the latter is more strongly sustained by institutional and legal structures.

**Interests, Positions, Cognitions, and Values**

In labor relations, the fact that a party's view of the world is important for its internal unity is related to the fact that opposed parties may have different views of the world. Druckman and Zechmeister (1973: 454) point out that "the extension of conflicts from immediate issues to political and ideological spheres is dramatically illustrated in the labor movement." That may be because of the significance of positions for effecting unity in labor unions, which means that positions become articulated within systematic ideologies.

Recent work in psychology has stressed the relationship between people's social identity and their membership of social groups (Tajfel and Turner 1986), but many years ago Hoxie already discussed the relationship between union members' solidarity and their shared interpretation of the world (Dunlop 1984: 55-6). Collective interests and collective action go along with shared cognitions in many other areas also. Sometimes, negotiation is largely about such group beliefs (Brown and Brown 1983; Bar-Tal and Geva 1986; Smyth 1994).

In those cases, what is opposed seems very much more to be parties' positions rather than their interests. Certainly, it is hard to see how there are necessarily interests which underlie the positions. Fisher, Ury, and Patton (1991: xiii) write that:
Negotiation is a basic means of getting what you want from others. It is back-and-forth communication designed to reach an agreement when you and the other side have some interests that are shared and others that are opposed.

However, there is no clear boundary between processes of that sort and processes where sides are separated by differences of belief. Religious disputes are one clear case; another is where conflicts have revolved around Marxist doctrine. Walcott, Hopmann, and King (1977: 194-5) cite Rapoport's point that:

...conflict is often grounded in misunderstanding. Such misunderstanding is not (or is not limited to) merely factual disagreement, nor is it simply a result of ambiguous communication. It stems from basically different images of reality held by the parties to a dispute or negotiation.

Subsequent studies have gone some way toward confirming that conflict may be related to cognitive differences and not just to conflicting interests. Brehmer and Hammond cite results which suggest inter alia that “cognitive factors are, in themselves, sufficient to cause conflict; motivational explanations of interpersonal conflict are not mandatory, contrary to what Freud, folklore, and a contemporary, motive-oriented social psychology would lead us to believe” (Brehmer and Hammond 1977: 92, emphasis in original; see also Bar-Tal and Geva 1986; Jönsson 1991; Rothbart 1993; Smyth 1994).

The relation between cognition and motivation has recently been a matter of controversy in psychology, and it seems reasonable to believe that motivation is not completely reducible to cognition (Weinberger and McClelland 1990; Rothbart 1993). When different people have opposed motives, that may lead to conflict. However, it also true that conflict may result from people's different cognitions: different ways of seeing the world. Pfeffer (1992: 43) gives the example of conflict at Ford Motor Company, and says that “the conflict at Ford (and at other automobile companies as well) between finance and engineering was, at its heart, a conflict about how to see the world.” In those sorts of case, it is hard to see what may be meant by focusing on interests rather than on positions: the two seem to be inextricably entwined. In such cases, people's identities and interests are bound up with the positions they take on issues.

In many cases, too, what will be at issue are matters of value that do not seem to be easily reducible to either cognitions or interests. In the 1970s, Druckman and Zechmeister conducted several studies of conflict which stemmed not only from conflicts of interest but also from conflicts of values or ideology. They suggest that sometimes “examples of the interplay between values and interests give rise to the notion that the two sources of conflict are interdependent and that one derives from or causes the other,”
and that "ideologies and vested interests are intertwined as sources of preferences for programs and policies" (Druckman, Rozelle, and Zechmeister 1977: 109). They note some examples, and it is not hard to think of others.

One such example would be the rise of Protestantism and related events around that time. Matheson (1972: 5) says that "by the time of the Diet of Regensburg in 1541 doctrinal and socio-political questions were inextricably bound up with one another." Bailey (1969) gives an account of how combinations of doctrine and self-interest figured in conflicts played out over the caste system of India. Closer to home, Elster (1989: 216) gives a detailed discussion of the ways in which "norms interact with self-interest and with other norms" in bargaining generally and wage bargaining in particular, while Ball-Rokeach and Tallman (1979) note the interplay of interests and values in the politics of civil rights. In cases like those, interests, ideas and values are bound up together in an ideological conflict, and trying to address the conflict may involve attending to ideas and values, as well as to interests. In their discussions of symbolic politics theory, Lau (1990: 304) says that "self-interest in fact appears to have very little to do with most political responses" and Brysk (1995: 561) notes the linking of "ideas and values" in bringing about people's collective action. Cognition and value may be linked in an ideological framework, distinct from interests.

In some cases, conflict may be almost completely centered on differences in belief. Stephen Jay Gould (1991) portrays several scientific controversies from the relatively recent past which can be conceived as negotiation-type processes. Similar kinds of issues come up nowadays in areas like ecology and bioethics. They revolve around conceptions about what the world is like in certain fundamental ways, and when there is conflict over such issues it is difficult to see how we might concentrate on interests rather than positions. Issues like religious salvation or the nature of life often span the boundaries between motivation and cognition, between belief and desire, between interest and position. Rubin (1989: 197) suggests that:

The focus of negotiation is not attitude change per se, but an agreement to change behavior in ways that make settlement possible. Two people with underlying differences of beliefs or values (for example, over the issue of a woman's right to abortion or the existence of a higher deity) may come to change their views through discussion and an exchange of views, but it would be inappropriate and inaccurate to describe such an exchange as "negotiation."

But there may be no clear or final distinction between interaction aimed at attitude change and interaction which seeks to alter behavior. Pruitt and Rubin offer a similar view (1986: 5), and Avruch and Black comment that "when you consider what is left out . . . you find that it is the very stuff of conflict: differences in power, passionate differences of opinions, arguments over the facts" (Avruch and Black 1990: 226; cf. Rothbart 1993: 96).
Sometimes, cognitive conflict seems to be excluded from being considered as negotiation by a definition of negotiation that refers exclusively to a "conflict of interest" (Fisher, Ury, and Patton 1991: xiii; Lewicki et al. 1994: 4). At the same time, because such a definition threatens to narrow unduly the scope of study, the idea of interest is simultaneously broadened. Hence, Sebenius's characterization of an interest as "anything that concerns a negotiator" (1991: 207). That extends "interest" far beyond needs, even to mood and any other temporary affect that may influence behavior and decision. When Lax and Sebenius suggest that "the venture capitalist had a strong intrinsic interest in psychic gratification from acknowledgment of his role," the point might be made more accurately by saying that "what the venture capitalist really wanted was acknowledgment of his role." Forcing the point into one about interests only obscures it. In fact, the effort to fit everything into an "interests" straitjacket remains a problem in the discussion by Lax and Sebenius, even though they go some way toward acknowledging the possibility of "ideological" conflict (see Lax and Sebenius 1986: 68-9, 73, 239).

The injunction to concentrate solely on interests may be related to the utilitarian idea that "what ought to be done" always reduces to how people's interests are affected. Utilitarians from Bentham onwards have always argued that concentrating on utilities — or interests — enables us to resolve moral dilemmas and avoid intractable disputes over principle (e.g., Mill 1968: 19, 24). It may be that Getting to YES can be placed in that line of thought. It is a worthy aim to satisfy people's interests and avoid fruitless confrontation.

However, there is a wide literature on utilitarian views and the difficulties that confront them. One problem for such views has always been their tendency to ignore or denigrate disputes they cannot deal with. The idea that in negotiation we ought to concentrate on interests rather than positions distracts attention from disputes where not only interests are at stake. There are many disputes where interests will be the crucial factor for solution, and a utilitarian approach will be appropriate. It is even possible that people may accept a utilitarian approach as the result of persuasion (Young et al. 1991: 291). If such persuasion can avoid heated conflict, it may be a good thing. But there are many cases where not even persuasion will lead parties to accept a definition of conflict solely in terms of interests. In those cases, attending solely to interests may not only fail to solve a conflict but exacerbate it, if parties come to feel that their views are not being taken seriously.

There is no clear line between pure conflicts of interest and conflicts that also involve differences of belief and value. If we try to reserve "negotiation" for a limited use, we are likely to lapse into fruitless semantics: we may better say that sometimes parties are attempting to "negotiate reality" (cf. Berger and Luckmann 1967; Swann 1987; Snyder and Higgins 1990; Smyth 1994). Druckman, Rozelle, and Zechmeister (1977: 129) note findings which "suggest that the relative importance of interests and values varies with context." Often, in addressing some conflict, we need to examine its specific
dynamics and consider what can be done to mitigate them, whether they be conflicts of motivation, cognition, or a mixture of both. In some conflicts, parties' interests may hold the key to a resolution; but in others, their positions have to be considered in order to achieve settlement. In many cases, the quest to discover parties' underlying interests will be chimerical, and distract attention from what is really important.

Conclusion

In some circumstances, the injunction to concentrate on interests rather than positions may be a useful reminder to seek out the underlying causes of conflict. However, the approach may also be misleading: It is sometimes difficult to apply, often oversimplifies or conceals the real dynamics of conflict, and in some cases carries a bias against one party, where the party's unity is especially dependent on a unified position.

The attractiveness of the search-for-interests idea can be explained by several factors, chief of which is the genuine merit of seeking out parties' motivation. The emphasis on interests may gain additional force by conflating objective and subjective interests. It seems desirable to concentrate on people's objective interests, if we are concerned about their welfare, and it seems desirable to concentrate on their subjective interests, if we are concerned about their motivation. The idea loses that extra force when we realize that it may not be possible to do both at the same time. Further, the distinction may appeal to the view that the merits of a course of action can derive only from its consequences, in particular from the interests it serves. There are many doubts about that utilitarian sort of view. Overall, the desire to avoid consideration of positions in favor of interests alone may be founded on a reasonable desire to avoid a contest of will.

The drawback is that it may also avoid the sort of debate and discussion about positions that is important for real consensus in many situations where positions reflect underlying values or world views. Rather than emphasizing the distinction between interests and positions, it may be better simply to alert negotiators to any "underlying issues" in the conflict with which they are dealing (cf. Pruitt and Carnevale 1993:15).

NOTES

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1. Sometimes, individuals thus exploited are even protected by law, as in cases of contracting with minors.
2. "Position" may also be used in another different sense, like "position" in a game of chess (Goffman 1970: 100).
3. It may be that this sense is captured by Rubin and Brown's earlier idea of "final value" (1975: 6).
4. For the purpose of this example, we do not need to consider the historical detail regarding any other factors that may have been involved.
5. Cf. Ann Douglas's memorable comment: "With no perceptible instrument but the human voice, and without stirring from their seats at the table, they move and change position, to attain what they refer to as a meeting of minds" (1962: 8).

6. As noted in the Gospel of St. Mark (3: 24-5): "If a kingdom is divided against itself, that kingdom cannot stand. And if a house is divided against itself, that house will not be able to stand."

7. The idea that collective positions ought to be abandoned in favor of interests which are implicitly individual interests may even carry the tacit implication that unions ought to cease to exist. This seems to be reflected in the reluctance of U.S. courts to perceive employees' interests in closed shop arrangements, and their interpretation of employees' interests as confined to short-term economic gain (see Atleson 1983, Chap. 4).


9. Robert Frank (1988) has also shown in detail how seemingly irrational commitment which appears to ignore one's own interests may actually serve them better than focusing on them directly.

REFERENCES


