

# **Flexibility i-deals: Contextual factors and negotiation processes amongst female lawyers in the UK**

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# DEDICATION

*To my son*

&

*To my mother*

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## **ABSTRACT**

Over the past 15 years, a research field has developed that seeks to investigate the individualisation of employment practices, also known as i-deals (Rousseau, 2005). The current state of i-deal research is not unified in that findings are inconsistent when examining contextual factors that influence i-deal obtainment and there are no findings on the i-deal negotiation process. The purpose of this study is to fill this research gap by using the employment context of qualified female lawyers of the legal jurisdiction of England and Wales in the UK. This research will apply the human capital theory and social capital theory to the investigation of the contextual factors influencing flexibility i-deal obtainment and the negotiation process. The research contributes to the knowledge of flexibility i-deals theoretically, methodologically and empirically.

This research has applied an explanatory sequential mixed methods design that collected both quantitative and qualitative data. With the assistance of the Law Society of England and Wales, the first phase of the research collected data from 178 research surveys using the statistical analysis tool SPSS. The second phase of the mixed methods research conducted 23 interviews, which were examined by applying a thematic analysis.

The findings of this thesis will offer new insights into the world of flexibility i-deals. For example, this study argues that workplace surveillance and digital Taylorism serve as prerequisites to flexibility i-deal obtainment. In addition, twelve further contextual factors have been identified as pivotal in the obtainment of flexibility i-deals. It has also found that, overall, an individual's human and social capital play an important role in the obtainment of flexibility i-deals – those with a higher human capital were more likely to be successful. This finding challenges the current theory that i-deals are available to all employees. Findings of this study also provide novel insights into the flexibility i-deal negotiation process. Current i-deal literature states that a negotiation process is pivotal to the formation of an i-deal, but this study has



found that not all i-deals are negotiated, indicating that some i-deals have similar characteristics to preferential treatment or unauthorised leave.

The study concludes that scholars ought to apply alternative methodological and theoretical approaches to the flexibility i-deal research field in order to achieve a holistic understanding of how flexibility i-deals are obtained and negotiated.

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## List of Abbreviations

E&W	England and Wales
ELMX	Economic Leader Member Exchange
FRWC	Family Responsive Work Conditions
FWAs	Flexible Work Arrangements
FWPs	Flexible Work Policies
HRM	Human Resource Management
I-deals	Idiosyncratic Deals
LMX	Leader Member Exchange
LPC	Legal Practice Course
MTMM	Multi Trait- Multimethod Studies
OB	Organisational Behaviour
POS	Perceived Organisational Support
PQE	Post-Qualification Experience
SLMX	Social Leader Member Exchange
SRA	Solicitor Regulation Authority
VIF	Variance Inflation Factors
WOP	Work Organisational Psychology

# **Chapter 1 Introduction**

## **1.1. Background of study**

The workplace flexibility discourse emerged in the 1970s and, since the 1990s in particular, it has received an increasing amount of attention in the fields of organisational psychology (Allen et al., 2013; Ferguson et al., 2015), sociology (Hyman et al., 2005), strategic human resource management (HRM) (Wright and Snell, 1998), strategy (Sanchez, 1995; Volberda, 1996) and careers (Moen and Sweet, 2004). The evolution of the flexible work discourse amongst a spectrum of research specialisms has caused scholars to apply numerous terms to refer to workplace flexibility, for example organisational flexibility (Sanchez, 1995), flexible work arrangements (FWAs) (Allen et al., 2013), and flexibility HRM (Bal and De Lange, 2015). Irrespective of the terminology used, the phenomenon scholars seek to further understand, study and reveal is how employer-driven flexibility or employee-driven flexibility enhances the working life of individuals, organisations or society as a whole (Hill et al., 2008).

Employer-driven flexibility is the strategic decision by organisations to respond to the changing needs of both their markets and their workforce as well as to retain and attract a high-quality workforce (Ryan and Kossek, 2008). Besides, employer-driven flexibility can also be associated with growing competitiveness pressures, advances in information and communication technology, changing demographics and attitudes to work, labour supply and government support. It is usually implemented through the use of precarious contracts such as zero-hour or fixed-term contracts and,

generally speaking, benefits the employer only. Atkinson (1985) identifies numerical, functional, temporal and spatial flexibility as a form of employer-driven flexibility.

Employee-driven flexibility, on the other hand, is defined as the 'degree to which workers are able to make choices to arrange core aspects of their professional lives' (Hill et al., 2008: 151) and is dependent upon employees' free choice to work flexibly. It has been argued that the growing interest and drivers for employee-driven flexibility is often viewed as a critical workplace benefit that has the capacity to reduce work-life and work-family conflicts (Friedman and Greenhaus, 2000; Kossek, 2005).

As a result of the drive for employee-driven flexibility, organisations have increasingly introduced a variety of family-friendly, agile work or flexible work policies (FWPs). The implementation of FWPs has not only opened new possibilities for employees to combine work and family demands but is also believed to support work-family balance and reduce pressures imposed by work-life conflicts (Sharpe et al., 2002). Various studies have proven that employee-driven flexibility has important outcomes for the individual as well as the organisation. These outcomes include, but are not limited to, productivity, job satisfaction, well-being, reduced absenteeism, retention, organisational commitment and individual and organisational performance, stress and empowerment increase efficiency, work focus, and empowering individuals to self-manage work time (Friedman and Greenhaus, 2000; Kossek and Ozeki, 1999; Glass and Estes, 1997; Baltes et al., 1999; Kossek, 2005).



A more recent body of flexible work research shifts from focusing on understanding employer- and employee-driven flexibility to identifying the individualisation of flexible working, also known as idiosyncratic flexibility or flexibility i-deals (Rousseau, 2005). Developed by Rousseau (2005) i-deals have become increasingly popular in the contemporary workplace (Bal, 2017b) and have also been increasingly researched within the last fifteen years. I-deals are defined as 'voluntary, personalised agreements of a nonstandard nature negotiated between individual employees and their employers regarding terms that benefit each other' (Rousseau, 2005: 8). Flexibility i-deals form one part of a wider i-deal spectrum and refer to negotiated flexibility in employment arrangements and work schedules supporting individuals to reconcile their work with their non-work demands. This flexibility i-deal, in turn, also covers a broad spectrum, including timing and location of work (Rousseau and Kim, 2006, Hornung et al., 2010; Rosen, et al., 2013, Hornung et al., 2009; Vidyarthi et al., 2014) as well as FWAs in the form of individualised work schedules, flexitime, and working from home arrangements (Rousseau et al., 2006). Bal (2017a) argues that, through i-deals, employees do not feel treated as a number or as a means to an end, such as profit-making, but rather as an individual being. It is further argued that i-deals shape the possibility to add an ideological dimension to the employment relationship, through which employee commitment may be enhanced, and meaning of work is created (Bal and Vink, 2011).

The overall positivist research within flexibility i-deals seeks to examine the relationship between an i-deal and (i) the receipt of such deals (Ho and Tekleab, 2016); (ii) contextual factors influencing the obtainment of such deals (Ho and Tekleab, 2016; Hornung et al., 2008; Hornung et al., 2011; Vidyarthi et al., 2014); (iii)

outcomes (Ho and Tekleab, 2016; Erden-Bayazit and Bayazit, 2019; Hornung et al., 2008; Hornung et al., 2014; Las Heras et al., 2017b; Liu et al., 2013; Ng and Lucianetti, 2016; Vidyarathi et al., 2014; Wang et al., 2018); (iv) older workers (Bal et al., 2012; Oostrom et al., 2016); (v) perceived family-supportive culture (Erden-Bayazit and Bayazit, 2019); (vi) the influences on supervisors' authorisation of i-deals (Hornung et al., 2009); (vii) the emotional support of supervisors (Kelly et al., 2020); (viii) practices of reciprocity (Ng and Feldman, 2015); and (ix) co-worker relationships (Ng and Lucianetti, 2016).

Whilst all i-deal research provides suggestions for further and future research, only two papers have been published thus far that either systematically (Liao et al., 2016) and critically (Conway and Coyle Shapiro, 2015) review the i-deal literature. Both papers examine the conceptualisation, measurement, research design and evidence of i-deals, and identify key gaps and weaknesses in the (flexibility) i-deal theory and research. Overall, both papers argue that, although an increase in flexibility i-deals research can be observed, research has so far failed to illustrate consistent findings (Conway and Coyle-Shapiro, 2015). It is therefore suggested that further research should consider theory development (Liao et al., 2016, Bal and Rousseau, 2015), provide an understanding of employment context in i-deal research (Hornung et al., 2008; Liu et al., 2013, Liao et al., 2016; Ng and Feldman, 2015) and apply a wider range of research methods (Liao et al., 2016).

This study therefore reacts to these recommendations and applies an alternative theory, research method and context whilst seeking to understand the contextual

factors that enable flexibility i-deal obtainment. Additionally, the research seeks to further understand the elements of the i-deal negotiation process.

## **1.2. Aims and objectives**

As described above, although a number of scholars have studied flexibility i-deals over the last decade, research findings are in most part inconsistent (Conway and Coyle-Shapiro, 2015). Therefore, it is believed that an alternate contextual, theoretical and methodological framework may bring a further understanding to the formation and negotiation of flexibility i-deals. This thesis seeks to execute this in four ways.

Firstly, by using an explanatory sequential mixed methods design, this research seeks to advance our understanding of flexibility i-deals by studying their relationships with other variables as well as supplementing these results with narratives collected through interviews. Secondly, through applying the human capital and social capital theories the study aims to shed light on the importance of power in the i-deal obtainment. Thirdly, the study aims to explore how employment structures and surveillance techniques utilised within these structures influence the obtainment of flexibility i-deals. Fourthly, although current research has occupied itself with understanding flexibility i-deals and outcomes, scholars have not occupied themselves in describing the negotiation process of i-deals. Therefore, it is deemed as important to further shed light on the extent to which flexibility i-deals are negotiated.

This thesis attempts to achieve the aims and objectives of this research by studying female England and Wales (E&W) qualified lawyers in the UK. The legal employment context has been chosen for this research as it provides a unique employment setting that has not been investigated within the i-deal literature this far. The partnership structure introduces an alternative employment model to the bureaucratic employment structures that have been studied within i-deal research to date. Further the hyper-competitive and long hour culture in this line of work provides an alternative employment setting to the current employment settings studied within the i-deal literature. In light of this context, the research questions are:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

**RQ2:** How are flexibility i-deals negotiated?

### **1.3. Research contribution**

This thesis's contribution to the current literature on flexibility i-deals is threefold. Firstly, this thesis aims to contribute to the knowledge of flexibility i-deal research. Although flexibility i-deal is a research phenomenon that has increasingly been discussed by organisational behaviour (OB) and work and organisational psychology (WOP) researchers over the last decade within an international context, research results are inconsistent and thus not reliable. A full account of these inconsistent results will be provided in the literature review chapter. This research seeks to address these inconsistent findings and to add to the knowledge of flexibility i-deals. As i-deal literature has emphasised the importance of national (Ng and Feldman,

2015) as well as employment context (Liu et al., 2013) within i-deal research, the study of female lawyers in the UK also adds to knowledge by providing a perspective that has not yet been addressed. The research additionally contributes to the flexibility i-deal research field by identifying whether flexibility i-deals enable female lawyers in the UK to exercise their desired career choice. Whilst studies refer to i-deal formation as a negotiation process or an i-deal negotiation, no study has elaborated on the i-deal negotiation process. Although studies have emphasised that these negotiations may create envy, that colleagues play an important role (Marescaux et al., 2019) and that these negotiations ought to be explicit (Rousseau, 2005), studies have failed to elaborate on the extent to which i-deals are negotiated.

Secondly, this thesis aims to contribute to the methodology of i-deal research. I-deal research has also predominantly been addressed by the application of quantitative methods. The application of an explanatory sequential mixed methods design in the current research is believed to add to the methodological realm within i-deal research. Although the use of mixed methods research is time-consuming and requires a lot of expertise in designing and analysing both quantitative and qualitative results, it is believed that the use of both quantitative and qualitative methods allows for richer and more robust results, which is currently lacking in flexibility i-deal literature.

Lastly, this research will contribute to the theoretical foundation used within i-deal research. The majority of i-deal researchers apply social exchange theory (Blau, 1964) to study this phenomenon by default. This research challenges the use of

social exchange theory and applies human capital theory (Becker, 1964) and social capital theory (Bourdieu, 1986) as an alternative framework within the flexibility i-deal research field.

#### **1.4. Research approach**

From a pragmatist epistemological and ontological stance this research seeks to address the research questions outlined above by applying an explanatory sequential mixed methods approach. This approach requires the collection and analysis of both quantitative and qualitative data.

The data collection commences by collecting quantitative data through a research survey. This survey is distributed by the Law Society of England and Wales (henceforth called the Law Society in this thesis). Once the quantitative data has been analysed using the statistics analysis software programme SPSS, the second phase of the research conducts 23 semi-structured interviews with participants who have completed the quantitative survey. The qualitative data is interpreted using the qualitative data analysis software programme NVivo.

This is the first research study within the realm of i-deals that applies a mixed-methods approach. The main aim of using an explanatory sequential mixed methods design is to combine the strengths of both quantitative and qualitative data to analyse the research questions. The quantitative research explains the relationships amongst variables whilst the qualitative research explores how and why these

relationships are established. To illustrate a holistic understanding of the contextual factors and negotiations of flexibility i-deals, it is seen as essential to use a method that seeks to explain and explore this phenomenon. This is further discussed in the methodology chapter.

## **1.5. Outline of the thesis**

This thesis has twelve chapters. In this first chapter, the research rationale, research questions and research contribution has been outlined.

Chapter 2 is a review of the literature on i-deals with particular reference to flexibility i-deals. The main aim of the chapter is to illustrate why research findings on flexibility i-deals are problematic by presenting three main criticisms of the field of flexibility i-deal research.

Chapter 3 outlines the context of the research. As the title indicates, the research phenomenon of flexibility i-deals is studied in the context of female E&W qualified lawyers in the UK. I-deal research outlines that the work context as well as a national context matters when studying i-deals. Therefore, a thorough understanding of the UK law firm structure, labour market features and women careers, employment conditions as well as the perception of flexibility, if any, within these structures highlights the importance of the context in which this research is undertaken.

Chapter 4 highlights the theoretical framework applied within this research study. It reviews the theoretical frameworks that have been applied within law firm literature as well as flexibility i-deal literature thus far and highlights why research should steer away from applying the social exchange theory when studying flexibility i-deals. The human and social capital theories are proposed as alternatives, thus, these are used as the overarching framework of this study.

Chapter 5 introduces the research methodology of the study. It commences by providing a justification for the study's philosophical position before explaining the research approach. As nearly all i-deal research studies are quantitative, the chapter highlights the methodological choice and the rationale for applying a mixed methods approach to this study. It then further explains the qualitative and quantitative research strategies, sampling strategies, questionnaire design, interview design, field work, data analysis procedures and ethical considerations.

Chapters 6, 7, 8, 9 and 10 present the findings of this study. Chapter 6 presents the quantitative findings whereas Chapters 7,8, 9 and 10 emphasises the qualitative findings. Chapter 7 elaborates on the extent to which flexibility i-deals differ from FWAs within the research sample. Chapter 8 illustrates the findings on the legal jurisdiction of E&W in the UK and the extent to which the context influences the obtainment of flexibility i-deals. Chapter 9 reveals findings on twelve contextual factors that influence the obtainment of flexibility i-deals within UK law firms. Chapter 10 shows the findings on the flexibility i-deal negotiation process.



Chapter 11 presents an extended analysis of the qualitative analysis in Chapters 8-10. Within this chapter the ideal persona for flexibility i-deal obtainment is revealed as well as the significance and relationships between factors.

Chapter 12 provides an integrated discussion of the quantitative and qualitative findings from Chapters 6-10 whilst highlighting the contribution of the research.

Lastly, Chapter 13 summarises the thesis and describes the implications and limitations of the research. The chapter also considers potential avenues for future research.

## **1.6. Chapter summary**

This chapter has described the rationale for this research study as well as the main aims of this thesis. The flexibility i-deal research reflects the increasing idiosyncrasy within the employment relationship, therefore further emphasis should be given to fully understanding how flexibility i-deals are formed and negotiated. The chapter has also set out the research methods of the study, followed by an outline of the structure for the thesis. The next chapter provides a review of the current literature on flexibility i-deals.

## **Chapter 2      Literature Review**

### **2.1. Chapter introduction**

The aim of this literature review is to provide a detailed understanding of the origin of i-deals and the rationale behind the development of research questions and hypotheses. It will start by providing a thorough understanding of i-deals by outlining the definition, features, content, timing and outcomes of i-deals. This will be followed by a more detailed interpretation of flexibility i-deals, which is the main i-deal dimension this research focuses on. Then, a summary of flexibility i-deal research will be provided that will highlight research outcomes but also the inconsistencies within these research outcomes. This literature review will be concluded by an analysis of the gaps in the current literature which have, consequently, led to the research questions this research aims to address.

### **2.2. Defining i-deals**

In 2001, Rousseau first introduced i-deals into the organisational research sphere as a way for workers to shape their employment arrangements through negotiating individualised employment conditions (Rousseau, 2005). Since this first introduction, interest in i-deal research has increased significantly, with a number of scholars investigating the phenomenon of i-deals across a spectrum of industries and nations. It can be argued that the increase in i-deal research can be explained by its increasingly visible role in contemporary employment (Bal and Rousseau, 2015).

Rousseau defines i-deals as 'voluntary, personalised agreements of nonstandard nature negotiated between individual employees and their employers regarding terms that benefit each party' (2005: 8). Greenberg et al. (2004) state that i-deals can be distinguished by five distinct features:

Firstly, i-deals are negotiated individually by either the employer or the employee. Secondly, it is outlined that i-deals are heterogenous. This means that some of the terms agreed are different to what other employees on a standardised employment contract or on another i-deal receive. Therefore, individuals who have successfully negotiated an i-deal have to some extent different employment conditions to those of their colleagues doing similar work (Rousseau, 2001). The third feature is that i-deals are believed to benefit and serve the interest of the employer as well as the employee. For employees, the successful negotiation of i-deals may increase their motivation, productivity or well-being, whilst at the same time i-deals benefit employers by attracting, retaining and/or motivating valuable employees (Bal and Rousseau, 2015). The fourth feature of i-deals is that they vary in scope. This means that individuals or organisations can negotiate one single i-deal in a standardised employment contract, such as flexibility of location or an entirely idiosyncratic employment contract where the majority, if not all, elements of the employment contract are negotiated. Lastly, i-deals can be negotiated ex-ante or ex-post (Rousseau et al., 2006). Ex-ante i-deals refer to arrangements which have been negotiated prior to the commencement of the employment contract. These arrangements are made based on an individual's level of human capital, for example their qualification, experience and skill levels. It is also argued that contextual features play an important role in the negotiation of an ex-ante i-deal, such as the

labour market and the marketability of an individual within the labour market (Rousseau et al., 2009). In contrast, the employment relationship plays a more important role in the negotiation of an ex-post i-deal. Ex-post i-deals are negotiated once an employment relationship has formed whereas ex-ante i-deals are made during the recruitment process.

Thus far, i-deal researchers have predominantly occupied themselves with investigating ex-post i-deals. This might be due to the fact that gaining access and reaching out to prospective employees is too complex. Furthermore, as Rousseau et al. (2006) argue, individuals may have more opportunities to negotiate i-deals ex-post, as well as have a wider and more varied spectrum of negotiation options compared with ex-ante i-deals.

Throughout the last decade, several scholars have sought to identify the contextual factors and outcomes of i-deal negotiations. Research on i-deals has focused predominantly on the positive outcomes this type of arrangement provides for the individual employee. However, there is a distinct lack of analysis when it comes to looking at the outcomes for an organisation (Hornung et al., 2008; Liao et al., 2016).

### **2.3. Similar constructs to i-deals**

I-deals resemble and are interrelated with – yet distinct from – a number of constructs that are present in the field of strategic HRM and WOP research. This

section of the literature review will further outline these constructs that i-deals should not be mistaken for.

Firstly, i-deals should not be mistaken for preferential treatment. Although researchers have not yet fully investigated the extent to which i-deals benefit the organisation, the phenomenon prescribes that i-deals are meant to benefit the individual as well as the organisation. The emphasis on benefiting all parties in the negotiation relationship eliminates the assumption that i-deals can be associated with preferential treatment based on nepotism, favouritism or cronyism (Rousseau, 2005). As described above, one of the core beliefs of i-deals is that the negotiation can benefit both parties – the individual as well as the organisation – by attracting, motivating, and retaining employees. With favouritism or cronyism, however, the individual alone benefits from the negotiation, as it would be a rare occurrence if an organisation were to benefit by agreeing to these terms (Rousseau, 2005).

Secondly, research also outlines that i-deals need to be differentiated from unauthorised arrangements where an individual employee unofficially obtains resources from the organisation without approval from, or knowledge of, the employer (Rousseau, 2001; Rousseau, 2005). According to Rousseau (2001) unauthorised arrangements can have a number of consequences, such as reducing the authority of the formal organisation by institutionalising rule-breaking. Similar to preferential treatment, this also solely serves the interest of the individual.

Thirdly, i-deals should not be mistaken with job crafting. Job crafting is defined as the 'physical and cognitive changes individuals make in the task or relational boundaries of their work' (Wrzesniewski and Dutton, 2001:179). The definition of job crafting highlights that there are number of similarities with i-deals. An individual's desire to negotiate a bespoke employment arrangement is a core element of both concepts. A main factor that distinguishes job crafting from i-deals, however, is that the extent to which job crafting benefits the organisation cannot be measured. Another distinguishing difference between job crafting and i-deals is that, with job crafting, individuals may change their approach to – and meaning of – work (Wrzesniewski and Dutton, 2001). It has also been argued that job crafting relies on an individual's complete discretion whereas i-deals are the result of a negotiation between all parties involved (Hornung et al., 2010; Rousseau, 2005).

Fourthly, the psychological contract is also a phenomenon that i-deals have been compared with as both concepts share a number of common features (Hornung and Rousseau, 2017). For example, both involve the exchange of myriad resources between an individual and the organisation (Bal and Rousseau, 2015). Hornung and Rousseau (2017) further argue that both psychological contracts and i-deals can involve broad range of resources. Lastly, both concepts obtain their value because they are subjective, and exist within the minds of people (Bal and Hornung, 2019). Rousseau defines the psychological contract as 'individual beliefs, shaped by the organisation, regarding terms of an exchange agreement between individuals and their organisation' (1995: 9). However, whilst the psychological contract is subjective and based on perception and beliefs, the i-deal construct is based on objective and agreed-upon items that have been explicitly negotiated in the employment

relationship (Liao et al., 2016). The differences are not only conceptual but also in the ways both constructs are studied. For instance, psychological contract obligations can only be adequately studied based on the impact a breach of the obligations has on the individual, whilst i-deals can be observed and evaluated based on the criteria of procedural and social justice (Ho and Tekleab, 2016). Bal and Hornung (2019) argue that an i-deal is, to an extent, an enhancement of the psychological contract phenomenon as it reflects the emphasis of individualism on the contemporary workplace and modern society, as opposed to the more traditional concept of collectivism.

## **2.4. I-deals dimensions**

The dimensions of i-deals, also referred to as i-deal content, define the resources of the employment arrangement that has been negotiated by the employer or the employee (Rosen et al., 2013). Since the resources negotiated are dependent upon the range of resources available in the employment arrangement, research suggests that a wide variety of i-deals can be identified (Rosen et al., 2013). Consequently, a broad spectrum of i-deal content has been developed by Rousseau and Kim (2006), Hornung et al. (2010), Rosen et al. (2013) and, more recently, by Bal and Vossaert (2019).

**Table 1 I-deal dimensions**

<b>Author</b>	Rousseau and Kim (2006)	Hornung et al. (2010)	Rosen et al. (2013)	Bal and Vossaert (2019)
<b>Content domains</b>	Developmental i-deal Flexibility i-deal Reduced workload i-deal	Task i-deal	Schedule flexibility Location flexibility Task and work responsibility Financial incentives	Growth i-deal Accommodative i-deal I-deal management

Early i-deal research carried out by Rousseau and Kim (2006) (later adapted by Hornung et al. (2008)) identified three distinct types of i-deal used in negotiation processes: flexibility i-deal, development i-deal and reduced workload i-deal. Many researchers used these distinct i-deal dimensions to study a variety of outcomes and concepts, such as Anand et al. (2010) and Hornung et al. (2008 and 2009). Adapted from Rousseau and Kim (2006), Hornung et al. (2010) developed a fourth i-deal dimension: task i-deal. Task i-deals are negotiated by individuals who wish to create or alter their own job's content (Hornung et al., 2010).

Since the research undertaken by Rousseau and Kim (2006) focuses solely on hospital workers, Rosen et al. (2013) argued it was important to further investigate how i-deals are negotiated across different types of employment to ensure that no relevant dimension was omitted. After reviewing the literature on i-deal dimensions, Rosen et al. (2013) amended the four i-deal dimensions previously identified by Rousseau and Kim (2006) and Hornung et al. (2010), propounding that i-deals are typically negotiated across these four dimensions: schedule flexibility i-deal, task and work responsibilities i-deal, financial incentives i-deal and location flexibility i-deal. Following the research by Rosen et al. (2013), i-deal scholars began following either



a 'Rosen tradition' or 'Rousseau tradition' of measuring i-deal constructs. Conway and Coyle-Shapiro (2015) describes this as problematic, as the same research phenomenon is studied by the application of different scales, which raises a concern about comparability.

More recently, Bal and Vossaert (2019) developed three further i-deal constructs: growth i-deal, i-deal management and accommodative i-deal. According to Bal and Vossaert (2019), growth i-deals refer to the negotiations made by an employee who seeks to learn and develop themselves either personally, in their organisation or in their career, and to improve the fit between the preferences of an employee and the job. Through growth i-deals, individuals therefore seek either learning or achieve upward movements in their careers. Accommodative i-deals are defined as i-deals negotiated by employees with the motive to repair or solve a mismatch in their jobs resulting from various circumstances (Bal and Vossaert, 2019). Accommodative i-deals aim to solve a problem, and thus arise in situations where employees have difficulties in keeping up with job demands.

I-deal management is defined as the extent to which the employee and supervisor actively monitor and evaluate negotiated i-deals in the workplace. I-deal management is related to the extent to which whether goals are met as a result of i-deal negotiation. Research by Bal and Vossaert (2019) suggests that i-deal management is an important contextual factor that may determine the effectiveness of i-deals in organisations, and further suggests that more research is needed to investigate how i-deal management affects i-deals and employees.

The content of i-deals gives rise to differential effects on the employment relationship (Hornung et al., 2008). Since the spectrum of i-deal dimensions are broad, i-deal dimensions can vary, from concrete tangible resources versus abstract and intangible, and the degree to which the resources are particularistic versus universalistic resources (Guerrero and Bentain, 2015; Rousseau et al., 2006).

Rousseau et al. (2009) describe those material and monetary resources as concrete and universal, aligned with the character of economic exchange, whilst symbolic and socio-emotional resources are particularistic and abstract in nature, characteristic of social exchange. Therefore, flexibility and financial i-deals can be categorised as hard, objective, concrete and universal whilst development and task i-deals are particularistic, abstract, soft, and subjective (Rousseau et al., 2009, Bal et al., 2012, Guerrero and Bentain, 2015). Research findings by Bal et al. (2012) illustrate that it is easier for individuals and organisations to manage hard and objective i-deals, since these arrangements revolve around a concrete aspect of the job. This, in turn, also increases co-workers' acceptance of the i-deal (Rousseau et al., 2006, Bal et al., 2012). In contrast, subjective i-deals are more abstract and therefore are more likely to have a negative effect on managers, employees and co-workers (Bal et al., 2012).

As described above, i-deals can be adapted by a number of different dimensions. They are measured by two different traditions and their elements range from tangible universalistic resources to intangible particularistic resources. Whilst researchers tend to study more than one i-deal dimension, for example Liu et al. (2013), Ho and

Tekleab (2016), Wang et al. (2018), this study only focuses on understanding flexibility i-deals.

It is believed that covering multiple i-deals within one study would inhibit an in-depth investigation and hinder a detailed discussion of new research findings. The increasing implementation of agile working and flexible work practices within law firms has led for this research to specialise in understanding the contextual factors and negotiation processes of flexibility i-deals amongst female E&W qualified lawyers in the UK. It is therefore seen as important to highlight the content of flexibility i-deals as well as their associated research outcomes.

## 2.5. Flexibility i-deals

A flexibility i-deal refers to negotiated flexibility in employment arrangements and work schedules, supporting individuals to reconcile their work with their non-work demands. This idiosyncrasy in flexibility varies on a broad spectrum and includes timing and location of work (Rousseau and Kim, 2006; Hornung et al., 2010; Rosen et al., 2013; Hornung et al., 2009; Vidyarthi et al., 2014) as well as individualised work schedules, flexitime and working from home arrangements (Rousseau et al., 2006). Rousseau (2005) argues that the spectrum of this flexibility i-deal may vary significantly since individuals' needs for flexibility differs. The author outlines that the spectrum can vary, from individuals who only need a one-off adjustment (low level of flexibility i-deal) to individuals who need a more variable start time every day (medium level of flexibility i-deal) to those who need a very unique and uncommon individualised adjustment (high level of flexibility i-deal).

Within this section of the chapter, flexibility i-deals will be discussed in further detail, highlighting similar constructs to flexibility i-deals within the HRM literature and identifying inconsistent research outcomes. A selection of flexibility i-deal literature can be found in Table 2.

## 2.6. Similar constructs to flexibility i-deals

Although there are similar features, flexibility i-deals differ from formal FWAs, informal FWAs and family supportive supervisor behaviours.

Flexibility i-deals and FWAs have common characteristics: both concepts focus on understanding employees' non-work needs by providing them with time and location-based flexibilities (Leslie et al., 2012). FWAs are initiatives implemented by organisations to offer greater flexibility to employees in terms of when and where work is conducted (Allen et al., 2013). These arrangements give the opportunity to all employees to make use of the FWPs and request these accordingly. This formal request of flexible working protects employers from being accused of arbitrary treatment or violations of social justice. Being an arrangement that is available to everyone is the first distinct element that separates FWAs from i-deals. As outlined earlier, i-deals are heterogeneous and gained through individual negotiations (Rousseau et al., 2006). Since FWAs are developed through a policy or a set of procedures, they are predefined by the organisation and so there are limits to what the individual can request and what they cannot. In contrast, with flexibility i-deals, individuals decide what they want to negotiate in the employment relationship and present these suggestions of changes to the employer (Rousseau, 2005). As the name indicates, FWPs are a set of policies developed by the organisation and requested by the individual (Allen et al., 2013; Hill et al., 2008), therefore, FWAs are part of an HR system in an organisation that is available to all employees (Bal and Rousseau, 2015). Whereas flexibility i-deals are not formal HR policies during the

period they are discussed as they constitute individualised arrangements negotiated by employees (Las Heras et al., 2017b). Overall the literature recommends for organisations to implement robust FWP to assist employees to cope with non-work demands. In particular, for women, research agrees that the availability of FWAs assist women in advancing their careers by enabling work-life integration (O'Neil et al., 2008).

Flexibility i-deals are also different, yet very similar, to informal FWAs (De Menezes and Kelliher, 2017). The authors argue that informal FWAs 'emerge from a discussion or negotiation between the employee and his or her line manager' (De Menezes and Kelliher, 2017: 1053). These informal arrangements tend to relate to flexibility over working hours or remote working, which do not require changes to the official contract of employment (De Menezes and Kelliher, 2017). It is further highlighted that these informal FWAs are usually negotiated covertly or implicitly outside the parameters of organisational formal policies (Eaton, 2003). As these practices are usually negotiated between the individual and their direct superior, the use of the informal FWAs is invisible to higher-level managers as well as other employees within the organisation. The implicit nature of the informal FWAs clashes with the theory of an i-deal, which states that these deals should be publicly communicated (Lai et al., 2009). Bal and Rousseau (2015) and Rousseau (2005) refer to implicit deals as dysfunctional employment practices or shady deals that ignore organisational justice (Huo et al., 2014).

Las Heras et al. (2017b) also suggest that flexibility i-deals have some similar features to family supportive supervisor behaviours, yet are distinct from this construct. In the paper, the authors argue that, whereas family supportive supervisor behaviours capture the extent to which supervisors offer emotional support for all of their subordinates, flexibility i-deals only addresses focal employees.

Having described the core principles of i-deals (in particular of flexibility i-deals), a body of literature has sought to further understand the relationship between i-deals and contextual factors and outcomes. Yet, although an increased appetite for flexibility i-deal research can be identified (Bal and Rousseau, 2015), very few studies occupy themselves with critically or systematically reviewing i-deal literature. As described in the introduction chapter, to date, only two papers (Liao et al., 2016; Conway and Coyle-Shapiro, 2015) have focused on identifying the weaknesses and gaps of (flexibility) i-deal research. Therefore, this research aims to consider some of the weaknesses outlined by Liao et al. (2016) and Conway and Coyle-Shapiro (2015) to guide and steer current and future research towards producing more consistent findings. The next section of this chapter further discusses the weaknesses of the flexibility i-deal research field.

## **2.7. Inconsistencies in flexibility i-deal research**

Emerging research on flexibility i-deals suggests that flexibility i-deals shape employee attitudes and behaviours in the workplace (Ng and Lucianetti, 2016; Rosen et al., 2013 and Hornung et al., 2008) as well as in the non-work domain (Las Heras et al., 2017a; Las Heras et al., 2017b; Kelly et al., 2020). Due to the

increasing demand and implementation of flexibility i-deals and the numerous studies undertaken to identify this phenomenon, it is of importance to outline the contextual factors and outcomes of empirical research on flexibility i-deals.

So far, academic research has been occupied with further understanding flexibility i-deals in relation to: motivation to continue working after retirement (Bal et al., 2012), client satisfaction (Bal and Boehm, 2019), emotional exhaustion (Bal and Boehm, 2019), emotional support (Kelly et al., 2020), commitment (Bal and Boehm, 2019; Ho and Tekleab, 2016; Hornung et al., 2008; Liu et al., 2013; Rosen et al., 2013), perceived family supportive cultural norms (Erden Bayazit and Bayazit, 2019; Kelly et al., 2020), work family conflict (Erden Bayazit and Bayazit, 2019; Hornung et al., 2008; Hornung et al., 2011), perceived general health (Erden Bayazit and Bayazit, 2019), leader-member exchange (LMX) (Ho and Tekleab, 2016; Hornung et al., 2014; Rosen et al., 2013; Rousseau and Kim, 2009), job satisfaction (Ho and Tekleab, 2016; Rosen et al., 2013; Wang et al., 2018), turnover intentions (Ho and Tekleab, 2016; Las Heras et al., 2017a; Lee and Chung, 2019), various forms of performance expectations (Hornung et al., 2008; Ng and Lucianneti, 2016; Las Heras et al., 2017b; Kelly et al., 2020; Hornung et al., 2014; Hornung et al., 2009), overtime (Hornung et al., 2008), personal initiative (Hornung et al., 2008), motivation (Hornung et al., 2009; Kelly et al., 2020); work-life and family balance (Hornung et al., 2009; Las Heras et al., 2017a), work engagement (Hornung et al., 2011), self-efficacy (Hornung et al., 2014; Ostrom et al., 2016; Wang et al., 2018), irritation (Hornung et al., 2014), skill acquisition (Hornung et al., 2014), work overload (Hornung et al., 2014), deviant behaviour (Kelly et al., 2020), care-giving responsibilities for elders (Las Heras et al., 2017a), perceived organisational support



(POS) (Las Heras et al., 2017b; Liu et al., 2013; Vidyanthi et al., 2013), perceived hindering work demands (Las Heras et al., 2017b), individualism (Lee and Hui, 2011; Liu et al., 2013), social skills, political skills, networking behaviour and proactive behaviour (Lee and Hui, 2011; Liu et al., 2013; Ng and Feldman, 2015; Rosen et al., 2013), organisation-based self-esteem (OBSE) (Liu et al., 2013), achievement, status and communion striving (Ng and Lucianetti, 2016), voice behaviour (Ng and Lucianetti, 2016; Ng and Feldman, 2015), interpersonal citizenship behaviour (Ng and Lucianetti, 2016), trust (Ng and Feldman, 2015), flexible work role orientation (Ng and Feldman, 2015), employability (Oostrom et al., 2016), i-deal timing (Rousseau et al., 20019; Oostrom et al., 2016), career satisfaction (Vidyanthi et al., 2013), creativity (Wang et al., 2018), justice (Lee and Chung, 2019), and workplace flexibility (Lee and Chung, 2019).

Although many different elements have been studied in the field of i-deals and some positive research outcomes have been identified by flexibility i-deal researchers, one can also identify a number of negative results and numerous inconsistent results (Liao et al., 2016, Conway and Coyle-Shapiro, 2015). These inconsistent results illustrate that there are many unanswered questions regarding the concept of flexibility i-deals (Bal and Rousseau, 2015).

For example, research by Las Heras et al. (2017b) illustrates a positive correlation between flexibility i-deals and POS. Research by Vidyanthi et al. (2012), however, reveals a non-linear relationship between flexibility i-deals and employee attitudes

regarding POS. Having applied POS as a mediator, Liu et al. (2013) illustrate that POS mediates the relationships between flexibility i-deals and affective commitment.

Commitment is another outcome that has been extensively researched by i-deal researchers and has illustrated mixed results. For example, Bal and Boehm (2019) illustrate that flexibility i-deals contribute to stronger perceptions of collective commitment. Likewise, Rosen et al. (2013) demonstrate that flexibility i-deals have a strong positive relationship with organisational commitment, whereas Ho and Tekleab (2016) argue that flexibility i-deals do not predict affective commitment.

Similarly, research by Rosen et al. (2013) illustrates a positive relationship between flexibility i-deals and job satisfaction. In contrast, research undertaken by Ho and Tekleab (2016) show that a flexibility i-deal does not positively predict job satisfaction.

Another inconsistency can be identified in the extent to which flexibility i-deals relate to work-to-family conflicts. Research undertaken by Erden Bayazit and Bayazit (2019) and Las Heras et al. (2017a) illustrate that flexibility i-deals mediate the relationship between FWAs and work-to-family conflicts, whilst research undertaken by Hornung et al. (2008) and Hornung et al. (2011) show a negative relationship between flexibility i-deals and work-to-family conflicts.

Furthermore, research conducted by Las Heras et al. (2017a) demonstrates that schedule flexibility lowers turnover intentions. In contrast, Lee and Chung (2019) argue that flexibility i-deals have a significant, positive, indirect effect on turnover intentions, whilst Ho and Tekleab (2016) illustrate there is no prediction with the two.

Researchers also sought to identify the relation between flexibility i-deals and work performance. Las Heras et al. (2017b) propound that flexibility i-deals are not directly associated with work performance. Similarly, Hornung et al. (2014) did not report any correlation between job performance and flexibility i-deals, and research by Hornung et al. (2009) shows no increase in employee performance standards in relation to flexibility i-deal obtainment. In contrast, Ng and Lucianetti (2016) claim that flexibility i-deals are positively related to supervisors' assessments of in-role job performance.

Lastly, inconsistencies can be observed in the extent to which LMX relates to flexibility i-deal obtainment. Ho and Tekleab (2015) report that LMX is a significant moderator for i-deals and Hornung et al. (2014) illustrate that flexibility i-deals are positively related to LMX. LMX was a significant predictor of schedule flexibility i-deals (Rosen et al., 2013), yet research conducted by Rousseau et al. (2009) show a negative association between flexibility i-deals and social LMX (SLMX) and a positive association between flexibility i-deals and economic LMX (ELMX).

As highlighted in this section of the chapter, numerous and inconclusive contextual factors and outcomes of flexibility i-deal obtainment can be identified. This research seeks to further understand these inconsistencies of results by studying the

phenomenon of flexibility i-deals within a different national context: the United Kingdom, which has not been studied to date. This research will also study a new employment context: E&W qualified lawyers, as the legal sector has not been researched in relation to flexibility i-deals before. Additionally, the application of a mixed methods research design seeks to qualitatively build on the quantitative findings to further elaborate on these and contribute to the field of flexibility i-deal research. In order to pursue this, however, the gaps in flexibility i-deal literature and the research questions need to be further highlighted.

**Table 2 Flexibility i-deal research summary**

<b>Authors</b>	<b>Title</b>	<b>Measures</b>	<b>Findings</b>
Bal et al. (2012)	Motivating Employees to Work Beyond Retirement: A Multi-Level Study of the Role of I-Deals and Unit Climate	Motivation to continue working after retirement age	Flexibility i-deals are positively related to motivation to continue working.
Bal et al. (2019)	How Do I-Deals Influence Client Satisfaction? The Role of Exhaustion, Collective Commitment, and Age Diversity	Client satisfaction Emotional exhaustion Collective commitment	I-deals relate to reduced emotional exhaustion amongst employees.  I-deals contribute to stronger perceptions of collective commitment within units which is subsequently related to higher client satisfaction.
Erden Bayazit and Bayazit (2019)	How do flexible work arrangements alleviate work-family-conflict? The roles of flexibility i-deals and family-supportive cultures	Perceived family-supportive cultural norms Work-family conflict Perceived general health	I-deals mediate the relationship between FWAs and work-to-family conflict.  Perceived family supportive cultures predict both work-to-family and family-to-work conflicts and moderate the relationship between i-deals and family-to-work conflicts.  Work-to-family conflicts mediate the relationship of flexibility i-deals and family supportive cultures with perceived general health.
Ho and Tekleab (2016)	A Model of Idiosyncratic Deal-Making and Attitudinal Outcomes	LMX Job satisfaction Affective commitment	Flexibility i-deals do not predict affective commitment and job satisfaction.

		Turnover intention	
Hornung et al. (2008)	Creating Flexible Work Arrangements Through Idiosyncratic Deals	Work-family conflict Performance Expectations Overtime Affective commitment Personal initiative	Flexibility i-deals are negatively related to work-family conflict and overtime.
Hornung et al. (2009)	Why supervisors make Idiosyncratic deals: antecedents and outcomes of i-deals from a managerial perspective	Supervisors' rating of change in performance Motivation and work-life balance of employees	Employee initiative associated with authorisation of flexibility i-deals.  Unfulfilled obligations positively associated with workload reduction i-deals.  Flexibility i-deals associated with changes in work-life balance.
Hornung et al. (2011)	Employee-Oriented Leadership and Quality of Working Life: Mediating Roles of Idiosyncratic Deals	Work-family conflict Work engagement	Flexibility i-deals negatively predict work family conflict.  Mediating effect of i-deals in relationship between leader consideration and work engagement/work-family conflict.
Hornung et al. (2014)	Redesigning work through idiosyncratic deals	LMX Job performance Occupational self-efficacy Irritation Job autonomy Skill acquisition	Flexibility i-deals and customising work hours are related to reduced work overload and, through this, lowers psychological work strain.

		Work overload	
Kelly et al. (2020)	Seeking an 'i-deal' balance: Schedule-flexibility i-deals as mediating mechanisms between supervisor emotional support and employee work and home performance	Supervisor emotional support Family performance Deviant behaviour Family-friendly environment Prosocial motivation	Supervisor emotional support positively relates to schedule flexibility i-deals.  Schedule flexibility i-deals positively relate to family performance.  These i-deals mediate between supervisor support and family performance. Boundary conditions include a family-friendly environment and prosocial motivation.
Las Heras et al. (2017b)	How Do Flexibility I-Deals Relate to Work Performance? Exploring the Roles of Family Performance and Organisational Context	POS Family performance Work performance Perceived hindering work demands	Flexibility i-deals are not directly associated with work performance but relate to work performance only via family performance.  The association between flexibility i-deals and family performance is stronger for employees who perceive the supportiveness of their organisation to be higher.
Las Heras et al. (2017a)	'Handle with care': The mediating role of schedule i-deals in the relationship between supervisors' own caregiving responsibilities and employee outcomes	Supervisors' caregiving responsibilities for elders Satisfaction with work-family balance Turnover intentions	Supervisors' caregiving commitments are positively linked to subordinates' schedule i-deals, which, in turn, contribute to enhanced satisfaction with work-family balance and lower turnover intentions.

Lee and Chung (2019)	Peer Perspectives on Employee Idiosyncratic Deals	Workplace flexibility Justice Turnover intention	<p>Employee observations of co-worker flexibility i-deals are inversely associated with their sense of procedural justice in the workplace.</p> <p>Flexibility i-deals have significant positive indirect effects on turnover intention via justice perception in the expected direction.</p> <p>Flexibility i-deals are positively related with justice.</p> <p>Workplace flexibility is significantly correlated with flexibility i-deals.</p>
Lee and Hui (2011)	Antecedents and Consequences of Idiosyncratic Deals: A Frame of Resource Exchange	Individualism Social skill Perceived insider status Timing of i-deals	Findings do not offer clear conclusions regarding the nature of flexibility and workload reduction i-deals, since their effects on contracting are not consistent nor obvious.
Liu et al. (2013)	Idiosyncratic Deals and Employee Outcomes: The Mediating Roles of Social Exchange and Self-Enhancement and the Moderating Role of Individualism	OBSE POS Proactive behaviour Affective commitment. Individualism	POS mediates the relationships between flexibility i-deals and employee outcomes.
Ng and Lucianetti, (2016)	Goal striving, idiosyncratic deals, and job behaviour	Achievement striving Status striving	Employees' motivational goals are positively related to the levels of i-



		Communion striving In-role job performance Voice behaviour Interpersonal citizenship behaviour	deals they receive. These i-deals, in turn, positively relate to supervisors' assessments of their in-role job performance, voice behaviour and interpersonal citizenship behaviour.
Ng and Feldman (2015)	Idiosyncratic Deals and Voice Behaviour	Flexible work role orientation Networking behaviour Organisational trust Voice behaviour	Flexible work role orientation, social networking behaviour, and organisational trust all mediate the relationship between i-deals and voice behaviour.  The mediating effects are generally stronger for professional development i-deals than for scheduling flexibility i-deals.
Ostrom et al. (2016)	How do idiosyncratic deals contribute to the employability of older workers?	Self-efficacy Future time perspective Employability	Location flexibility i-deals are positively related to employability.  Schedule flexibility i-deals are unrelated to employability.
Rosen et al. (2013)	Let's Make a Deal: Development and Validation of the Ex Post I-Deals Scale	Organisational commitment (affective, normative and continuance) Job satisfaction LMX Political skill	Schedule flexibility i-deals demonstrate moderate, positive relationships with job satisfaction.  Schedule flexibility i-deals demonstrate comparable levels of importance in terms of explaining variance in job satisfaction.  Schedule flexibility i-deals are the

			most relevant to work attitudes.
Rousseau et al. (2009)	Idiosyncratic deals: Testing propositions on timing, content, and the employment relationship	Economic LMX Social LMX I-deal timing	Results confirm that i-deals made after hiring have a greater impact on the employment relationship than those made ex-ante.  Work hour i-deals are positively related to perceiving employment as an economic exchange rather than a social exchange.
Vidyarthi et al. (2013)	Flexibility i-deals: how much is ideal?	POS Career satisfaction	There are non-linear relationships between flexibility i-deals and employee attitudes regarding POS and career satisfaction.
Wang, et al. (2018)	Idiosyncratic deals and employee creativity: The mediating role of creative self-efficacy	Creativity Creative self-efficacy Job satisfaction	Flexibility i-deals do not have a significant linear impact on creativity, with any relationship between the two being only serendipitous.  Creative self-efficacy partially mediates the path from the curvilinear flexibility i-deals to creativity.

## **2.8. Gaps in flexibility i-deal research**

### **2.8.1. Flexibility i-deals: contextual factors and outcomes**

Simosi et al. (2021) acknowledge that, whilst i-deal research to date has identified the consequences of i-deals, future research should elaborate on the contextual factors that influence the obtainment of an i-deal. This section of the thesis highlights the gaps in the flexibility i-deal research emphasising human capital and social capital.

#### **2.8.1.1. Human Capital**

I-deal research has identified that organisations negotiate i-deals with individuals primarily for the purpose of attracting, retaining and motivating valuable employees through individual bargaining (Rousseau, 2005). This implies that those who successfully negotiate i-deals possess human capital that is distinct from their peers. Ho an Tekleab (2016) argue that human capital provides a coherent foundation to investigate i-deals. Lepak and Snell (1999) highlight that employers are more likely to invest in employees with a rare and unique skill set that contributes to organisational success. Firm-specific human capital is believed to be an important component to individuals' motivation to request an i-deal (Lee at al., 2015). Tenure and job diversity are seen as components of firm-specific human capital and are believed to be difficult to be replaced by managers (Lee et al., 2015).

Human capital as a facilitator for i-deal negotiation has been identified by Rousseau et al. (2006), who argue that the increased interest in human capital enables i-deal

negotiation. Therefore, human capital adds to employees' power when bargaining for i-deals (Ho and Tekleab, 2016).

Whilst only Ho and Tekleab (2016) have applied the human capital theory (Becker, 1964) when investigating the extent to which human capital facilitates the receipt of an i-deal, other research has also shown that employee characteristics are of importance when it comes to the obtainment of i-deals. In fact, the i-deal literature often outlines that 'star performers, veteran employees, and other valued workers' are those who primarily obtain i-deals (Rousseau et al., 2006: 977). Thus, those with tenure, skills and expertise seen as specific and unique are most likely to successfully negotiate an i-deal. Thus, research also argues that the ability to negotiate i-deals is dependent on the scarcity of resources an employee can offer to the organisation. This indicates that those who have a skill set that is difficult to replace might have better bargaining power in the i-deal negotiation.

Research has also shown that individuals who are more powerful, high on achievement and status striving (Ng and Lucianetti, 2016) as well as proactive and high on initiative (Hornung et al., 2008; Hornung et al., 2009) were more successful in obtaining flexibility i-deals. Research by Rosen et al. (2013) outlined that those who have the ability to negotiate, and thus have a high level of political skills, are more likely to successfully negotiate i-deals.

The collection of all aspects of human capital equates to the power individuals have to request and successfully negotiate an i-deal. It is believed that those who score

higher in human capital are more likely to negotiate desired i-deals. Hornung et al. (2011) as well as Bal and Hornung (2019) refer to this as the 'Matthew effect', where individual power to negotiate an i-deal is dependent on structural conditions. Therefore, a higher level of human capital equates to higher power, which, in turn, results in cumulative advantages in obtaining flexibility i-deals. An imbalanced redistribution of resources results in cumulative advantages, for those with a higher level of human capital, providing extrinsic and intrinsic outcomes but relative deprivation for certain groups of employees.

Although early i-deal literature has often emphasised the high level of human capital needed for successful i-deal negotiations by highlighting the notion of superstars and high performers (Rousseau, 2005; Rousseau et al., 2006), more recent studies have shown that it is not only the high-performers who successfully negotiate i-deals (Bal, 2017b; Bal and Hornung, 2019). Research has shown that i-deals are also struck by those who seek to repair damaged relationships, or to accommodate employees who experience losses at work (Bal et al., 2013). Research is suggesting that i-deals are becoming normalised in the workplace and thus become more widely available to employees (Lee et al., 2015); they are not solely negotiated by star performers, but by others as well. Moreover, Bal and Rousseau (2015) argue that successful i-deal negotiation does not only emerge when seeking to attract or retain star performers. They highlight the argument that a standard employment contract may not meet the conditions of an employee's needs, therefore i-deals in contemporary literature should not solely be regarded as an investment in highly valued employees, but a general means of providing support for employees in need of help.

Wang et al. (2018) suggest that gender and marital status may directly influence an employee's desire and need for i-deals. Married women, for example, may have a greater need for idiosyncratic work arrangements, particularly with regard to flexibility i-deals due to gender role expectations. Furthermore, Kelly et al. (2020) argue that gender might influence the work-family dynamic, given that the family role tends to have a greater salience for females than males, with females, therefore, more likely to request and use FWAs. Kelly et al. (2020) also argue that it is of importance to study marital status of both men and women to investigate to what degree this variable affects how individuals effectively manage the potential spillover effect of their work responsibilities into the non-work domain.

Lee and Hui (2011) reveal that gender demonstrates significant relations with both ex-ante i-deals and ex-post i-deals. In their study, the authors illustrate that men are more likely to negotiate an i-deal than their female counterparts. Similar findings were revealed by Ho and Tekleab (2016), who revealed that the interaction between gender and i-deal requests was not significant but played a moderating role for financial i-deals, so that men, for example, were more likely than women to get their financial i-deals requests fulfilled.

Other scholars argue that the effects of gender, age and organisational tenure and experience have been inconsistent across studies and therefore cannot be regarded as established contextual factors (Hornung et al., 2014; Hornung et al., 2008; Hornung et al., 2010; Rosen et al., 2013).

Accordingly, the role of gender and sector in relation to i-deals should be thoroughly investigated in the future (Bal et al., 2012). Therefore, this research will investigate the extent to which human capital as a contextual factor influences flexibility i-deal obtainment.

### **2.8.1.2. Social Capital**

It is not just human capital that has been perceived as an important factor when studying flexibility, but also social capital. Within the predominantly quantitative i-deal research field, scholars have used LMX scales to measure social capital (for example, Ho and Tekleab, 2016). Although research has outlined that i-deals can be negotiated with a variety of agents within the organisation, it has become apparent that the quality of the LMX appears to play a key role in their negotiation (Hornung et al., 2009; Hornung et al., 2011; Hornung et al., 2014; Rousseau et al., 2006; Ho and Tekleab, 2016; Rosen et al., 2013; Rousseau, et al., 2009). The successful i-deal negotiation is therefore dependent, to an extent, on the LMX and the supervisors' willingness to negotiate an i-deal. It is therefore of importance to look into the extent to which social capital influences the successful negotiation of flexibility i-deals.

LMX is a measure that evaluates the quality of the interpersonal relationship between a manager and an individual worker, and the development of these relationships over time (Graen and Cashman, 1975). The LMX theory suggests that managers and individuals negotiate individually appropriate work assignments and performance expectations (Graen and Cashman, 1975). Graen and Scandura (1987) argue that supervisors offer their high LMX subordinates greater flexibility and

discretion in performing their duties along with enhanced personal support and mentoring. Research has established that subordinates in high-quality exchanges form relationships characterised by mutual trust, loyalty, and reciprocation, whereas low-quality LMX subordinates tend to receive less assistance from supervisors (Liden et al., 1997).

LMX is believed to be an important contextual factor of certain types of i-deals. Employees with high LMX relationships are not only more likely to seek i-deals but also are more successful in the i-deal negotiation than their low LMX relationship colleagues (Rousseau and Kim, 2006; Hornung et al., 2008; Hornung et al., 2009; Hornung et al., 2010). Therefore, the employee who has a good relationship with their superior will make it easier to propose an i-deal. As such, a manager who may have been reluctant to negotiate an i-deal early on in a relationship with an employee may become open to the possibility of such an arrangement over time.

Research undertaken by Rousseau et al. (2009) illustrates that, when seeking to understand the relation between LMX and i-deals, researchers ought to address the extent to which ELMX and SLMX lead to i-deal obtainment. Kuvaas et al. (2012) introduced a scale that differentiates economic from social LMX with the belief that SLMX is related to high-quality LMX with a future obligation to reciprocate, whilst ELMX has a more contractual character and has little obligation to reciprocity. The ELMX relationship is, thus, more impersonal and rests upon formal status. In the context of the broader theoretical argument, it can be described that ELMX emphasises the importance of an individual's human capital, whereas SLMX



emphasises the importance of an individual's social capital when requesting a flexibility i-deal.

In their research, Rousseau et al. (2009) illustrated that ELMX was related to the obtainment of flexibility i-deals, whereas SLMX was of importance when seeking development i-deals. This research seeks to further highlight this differentiation between LMX relationships and illustrate the extent to which ELMX and SLMX relate to flexibility i-deal obtainment.

I-deal research emphasises the importance to take work contexts, national contexts and structural contexts into consideration when undertaking i-deal research studies. As this research occupies itself with investigating i-deal obtainment amongst lawyers, it is of importance to further highlight the legal employment context. This will be presented in detail in Chapter 3 of this thesis.

Within the legal context, networking and other business development activities are perceived to be an important variable in career progression and performance. Engaging in internal and external networks can be understood as building on lawyers' social capital. Current i-deal research has looked at the extent to which flexibility i-deal obtainment impacts on networking behaviour (Ng and Feldman, 2015) and in-role job performance (Ng and Lucianetti, 2016). This thesis will further build upon these findings to investigate the extent to which social capital impacts on flexibility i-deal obtainment.

### **2.8.1.3. Family responsive work environments**

Flexibility i-deal literature indicates that, besides human capital and social capital, national and industry contexts need to be taken into account when researching i-deals (Hornung et al., 2008; Ng and Feldman, 2015 and Liu et al., 2013). Bal et al. (2012) further argue that unit climate and organisational climate need to be taken into account when understanding the relationship between flexibility i-deal contextual factors and outcomes. Furthermore, Las Heras et al. (2017b) argue that contextual conditions must be considered when designing, implementing and investigating flexibility i-deals. Therefore, this research contributes to this gap in the literature by seeking to understand the extent to which organisational climate (in this thesis: family responsive work conditions), national context (the UK) as well as employment context (E&W qualified lawyers) impacts on flexibility i-deal obtainment.

Whilst certain areas of research undertaken on flexibility i-deals has acknowledged that the destabilisation of work unions has led to the formation of i-deals (Bal and Lub, 2015; Bal, 2017a), scholars have, thus far, neglected to investigate the effects of the changing nature of employment practices, in particular the extent to which digital surveillance and monitoring of employees influences flexibility i-deal obtainment. This thesis aims to fill this research gap by seeking to understand the extent to which digital Taylorism, workplace surveillance and monitoring practices influence flexibility i-deal obtainment.

In order to address these concerns, this thesis will shed light on the extent to which a family responsive work environment influences the obtainment of a flexibility i-deal.

Family responsive work environments have been studied in the legal literature which claims that family responsive work conditions are an important factor to study when investigating women careers in law (Wallace, 2004).

According to Thompson et al (1999: 394) work family culture refers to the 'shared assumptions, beliefs and values regarding the extent to which an organisation supports and values the integration of employees and work and family lives'. The work-family culture may reflect the time demands or expectations that employees will prioritise work over family as well as the perceived negative consequences if employees use work-family benefits or devote time to family (Clark, 2000). A supportive organisational culture is therefore a culture where employees do not experience negative career consequences for using work-family benefits.

Wallace (2004) studied the extent to which supportive work-family culture influences life balance and career satisfaction for women lawyers with children. She argues that even though employers may offer family responsive benefits, if these policies are not embedded within the organisation's culture, it is unlikely that employees will use them. The research also indicates that mothers tend to work in law firms that are more family-friendly and where they have more control over their working hours and greater availability of alternate work arrangements. The author suggests that by working in more family-friendly law firms, mothers are able to achieve satisfying careers and balanced lives comparable to those of women without children.

Taking into account the call from i-deal researchers to consider organisational climate, the employment context and national climate (for example Bal et al., 2012), as well as findings from the law firm literature that suggests greater availability of alternative work arrangements positively influences the careers of female lawyers, this thesis hypothesises that family responsive work conditions are positively associated with flexibility i-deal obtainment.

#### **2.8.1.4. Affective commitment**

In the previous section of this chapter, it was mentioned that, although numerous research papers have been published on flexibility i-deals, findings were often inconclusive. The section also elaborated on the specific inconclusive findings that can be identified within flexibility i-deal literature. One finding that seems to be of importance is the extent to which the obtainment of a flexibility i-deal relates to commitment. As illustrated in the previous section, Bal and Boehm (2019) illustrate that flexibility i-deals contribute to stronger perceptions of collective commitment. Rosen et al. (2013) demonstrate that flexibility i-deals have a strong positive relationship with organisational commitment, whereas Ho and Tekleab (2016) argue that flexibility i-deals do not predict affective commitment. Commitment is an important variable that has been described in legal literature (Walsh, 2012; Wallace, 1997).

Various forms of commitment have been studied in the legal profession. For example Wallace (2006,2008) studied work commitment in the legal profession, career commitment (2004), organisational commitment (1993,1995) as well as professional commitment (1995). Whilst a number of research projects focus on different types of commitment within the legal sector (such as Bergin and Jimmieson, 2015), research on affective commitment in the legal profession can be expanded.

Taking into account the inconsistencies of findings of affective commitment and its association to flexibility i-deals and the lack of research into affective commitment within the legal profession, this thesis seeks to further understand the extent to which affective commitment is associated with flexibility i-deals amongst female lawyers in the UK. Therefore, this research seeks to further understand the extent to which flexibility i-deal obtainment is related to affective commitment.

Scholars have also recommended that further research needs to be undertaken to understand the contextual factors of successful flexibility i-deal negotiations. Bal and Rousseau (2015), for example, suggest that research needs to further understand the reasons why people start negotiating i-deals. Researchers also propose that future i-deal analyses should focus on investigating whether i-deals are primarily negotiated by valuable employees who have earned some sort of entitlement to an i-deal, or that organisations grant i-deals to employees who are not exceptional performers but do have some need for an individualised agreement. Rousseau et al. (2006) also suggest that future research should further identify the variables that predispose some employees to successfully negotiate i-deals. Identifying this could

assist in explaining the extent to which i-deals are granted to address employees' individual needs and preferences (Rousseau et al., 2006).

These suggestions, as well as the inconsistent findings on flexibility i-deal obtainment, has prompted this research to further investigate the contextual factors influencing flexibility i-deal obtainment. Therefore, the first research question of this study is as follows:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

To address this research question, a number of hypotheses are proposed which will be tested in the quantitative findings chapter of this thesis. The proposed hypotheses are as follows:

**Hypothesis 1:** ELMX is positively associated with flexibility i-deal obtainment.

**Hypothesis 2:** SLMX is negatively associated with flexibility i-deal obtainment.

**Hypothesis 3:** Extra professional activities are positively associated with flexibility i-deals.

**Hypothesis 4:** Family responsive work conditions (FRWC) are positively associated with flexibility i-deals.

**Hypothesis 5:** Affective commitment is positively associated with flexibility i-deals.

## **2.8.2. Flexibility i-deals: Negotiations**

Negotiation is defined as: ‘an interpersonal decision-making process by which two or more people agree how to allocate scarce resources’ (Thompson et al.,2010: 2). The i-deal negotiation has been described as integral, not only to ensure fairness, but also to ensure that the i-deal is not unauthorised (Rousseau, 2005). Whilst the negotiation process of an i-deal is perceived as pivotal, little research has been undertaken to understand the i-deal negotiation process. This aspect of i-deal obtainment is, therefore, understudied (Simosi et al., 2021).

I-deal literature also theorises that the negotiation process ought to be openly communicated with all parties within the organisation. Yet scholars have neglected to analyse the extent to which i-deals are openly communicated and the elements of the negotiation process that lead to i-deal obtainment. In this section, these two gaps in the literature will be further elaborated on, leading to the second research question of this study.

### **2.8.2.1. .Secrecy**

As previously described, i-deals are negotiated by individual employees and authorised by agents of their employers (Rousseau, 2001; 2005) and, therefore, have been distinguished theoretically from favouritism, cronyism and unauthorised leave (Rousseau, 2005; Rousseau et al., 2006). To differentiate flexibility i-deals from other constructs, it is suggested that i-deals should be freely communicated with agents within and outside the organisations. Omitting to do so implies that the i-deal is, in fact, a shady deal (Bal and Rousseau, 2015).

In theory, i-deals are the product of explicit negotiations that can be legitimated in the eyes of co-workers through open communication regarding their existence and motivation (Rousseau, 2005; Bal and Vossaert, 2019). The current literature on i-deals, however, does not generally distinguish between i-deal negotiations that are a result of explicit negotiations and those that are a result of implicit negotiations with the supervisor or manager meaning whether these i-deals are made public or held at private level (Conway and Coyle-Shapiro, 2015; De Menezes and Kelliher, 2017).

On the one hand, Rousseau (2005) and Bal et al. (2012) suggest that i-deals are the outcome of explicit negotiations between the employee and the employer. Furthermore, Anand et al. (2010) state i-deals contain objective conditions that employees negotiate with an employer. On the other hand, certain research publications indicate i-deals are born out of an implicit type of negotiation. Rosen et al. (2013), for example, refer to i-deals as confidential negotiations between the



employee and their supervisors whilst Rousseau (2005) argues that i-deals are likely to be construed as special gestures, indicating a level of implicit negotiation.

The level of implicitness has implications for individual, co-worker and organisational levels. Lai et al. (2009) and Rousseau (2005) outline that an i-deal's ultimate effectiveness is influenced by a triangle of relationships involving the i-dealer, the employer, and their co-workers. It is therefore crucial that co-workers are made aware of i-deal negotiations to avoid feelings of inequity within organisations. Research published by Ng (2017) and Marescaux et al. (2019) argue that the lack of understanding of the negotiated process within between i-dealers and their co-workers may indeed result in these feelings of inequity, coupled with envy. When looking at the latter emotion, within i-deal research, envy has been divided into four vectors: schadenfreude, sympathy, malicious envy and benign envy. Sympathy and benign envy are seen as positive emotions and schadenfreude and malicious envy as negative behaviours (Marescaux et al., 2019).

To eradicate or reduce feelings of envy amongst colleagues within the organisation, it is pivotal that i-deals are visible and explicitly communicated amongst agents. It is also of importance to note that these feelings of envy do not only occur amongst co-workers but also amongst individuals who have implicitly negotiated an i-deal, as the level of secrecy does not permit the sharing of negotiated i-deals to see whether or not they have received a good deal in comparison (Ng, 2017).

The level of implicitness also has an effect on an organisational level. If flexibility i-deals are implicitly negotiated, the organisation is unable to report on the level flexibility offered to its employees. Besides, if i-deals are a highly implicit phenomenon, then it will not benefit organisations that wish to use i-deals as a means of promoting their flexible organisational culture.

Researchers emphasise differentiating i-deals from a psychological contract since i-deals are not individuals' inherent subjective understandings but objective conditions that employees negotiate in order to enhance their employment arrangement (Bal and Hornung, 2019). If the level of implicitness of i-deals is unclear, however, i-deals become indifferent to psychological contracts and should therefore be viewed as much more subjectively understood by employees (Conway and Coyle-Shapiro, 2015).

Due to the lack of clarification of the explicit and implicit nature of i-deals, scholars such as De Menezes and Kelliher (2017) have established a parallel research field to flexibility i-deals, as current flexibility i-deal research does not clearly distinguish how arrangements are made and who with (De Menezes and Kelliher, 2017). The authors state that if i-deals are negotiated with the organisation, as described by Bal et al. (2012) and Rousseau (2005), then i-deals are formal and explicit negotiations, whereas if they are negotiated with the supervisor (Rosen et al., 2013) an element of informal and implicit negotiation can be identified. Therefore, understanding the extent to which flexibility i-deals are formally or informally negotiated enhances not

only the understanding of i-deal literature but also avoids other scholars developing a similar research field.

It is therefore seen as important to further investigate the level of secrecy or transparency within the i-deal negotiation. Current research shows little understanding as to how i-deals are negotiated between employees and employers (Bal and Rousseau, 2015). Moreover, it is unclear whether i-deals are the result of favouritism in the workplace or the quality of the contextual factors, such as social and human capital (Rosen et al., 2013). Research has failed to consistently demonstrate whether or not i-deals are definitively explicit or implicit when being negotiated between employee and employer. It is therefore of importance to investigate the negotiation process of flexibility i-deals.

#### **2.8.2.2. Negotiation process**

As described earlier, available literature on i-deals sees the negotiation process as a central feature of an i-deal obtainment, which involves separate processes of requesting and receiving resources (Rousseau, 2005). Whilst the contextual factors are deemed as pivotal in the i-deal request, the negotiation process is seen as pivotal in the i-deal receipt. Furthermore, as an i-deal can be initiated from both the employer and the employee, power dynamics in the negotiation process are described as important features to consider (Rousseau, 2005). I-deal literature has postulated that employer-initiated negotiations may have a power imbalance that can limit the employee's authentic participation in the negotiation process (Rousseau, 2005). Therefore, the differences in power dynamics between employer and

employee can lead to the worker's involuntary involvement in employer-initiated negotiations. Understanding the power dynamics in the i-deal negotiation process is of particular interest to this thesis as the case study of this research is unique in that the organisational structure is not bureaucratic but instead encompasses a partnership structure. This describes a different organisational concept to the flexibility i-deal literature presented thus far.

Current literature emphasises that i-deals are different to preferential treatment, unauthorised leave and favouritism – also described as dysfunctional employment arrangements (Rousseau, 2005). The main feature that differentiates an i-deal from a shady deal is the negotiation process. Table 3 describes the features that differentiate an i-deal from favouritism and unauthorised arrangements.

**Table 3 Comparison of i-deals with other person-specific employment arrangements**

<b>Feature</b>	<b>I-Deals</b>	<b>Favouritism</b>	<b>Unauthorised Arrangements</b>
<b>Allocation</b>	Negotiated by the employee	Endowment to employee	Usurped by employee
<b>Basis</b>	Worker's value to firm and personal need	Particular relationship	Rule breaking
<b>Beneficiary</b>	Employee and employer	Employee and powerful others (e.g., managers)	Employee only
<b>Co-worker consequences</b>	Effects on perceptions depend on content, timing and process for creating i-deal	Reduces trust and perception of procedural and outcome fairness	Reduces legitimacy of organisational practices

Source: Rousseau et al. (2006)

Although all research papers have acknowledged that successful i-deal obtainment or receipt is a result of a negotiation process, no research thus far has studied the actual i-deal negotiation process. In their systematic review, Liao et al. (2016) state that more theoretical and empirical attention needs to be given to the i-deal negotiation process overall, which has been outlined below.

Firstly, whilst acknowledging the importance of the i-deal negotiation process in the theorisation of i-deals, the authors declare that, seeing as i-deal literature thus far is predominantly quantitative in nature, the measurements used to study i-deals fail to thoroughly examine the i-deal negotiation process. This is due to both i-deal scales namely Hornung et al. (2008) and Rosen et al. (2013) failing to encompass the i-deal negotiation in their measurements.

Secondly, the authors argue that the current absence of any studies on the i-deal negotiation process makes it difficult to establish who the negotiation partners are within an i-deal negotiation (Liao et al., 2016). Current i-deal literature can only theorise that a negotiation can occur locally, between a worker and his or her immediate supervisor (Rousseau, 2005 p.35). Rousseau (2005), however, also states that employer-initiated negotiations can involve multiple parties in a process of bargaining and joint problem-solving, if the arrangements cannot be implemented without affecting others. This means that, whilst research theorises that i-deals are negotiated with either the manager or supervisors, scholars have failed to exhibit research evidence showing with whom i-deals have been negotiated, for example, the line manager, HR and/or supervisor. Providing further findings on the negotiating

partner would illustrate whether or not individuals hold a preference to negotiating an i-deal with one party over another.

Thirdly, whilst Rosen et al. (2013) illustrate that individuals with high political skills are more likely to obtain an i-deal, Liao et al. (2016) criticise current i-deal literature as it fails to illustrate individuals' negotiating ability.

Fourthly, Liao et al. (2016) argue that further research needs to be undertaken in understanding LMX and flexibility i-deal obtainment. Whilst numerous findings have illustrated a positive relation between LMX to the successful negotiation of i-deals (Hornung et al., 2014; Rosen et al., 2013; Hornung et al., 2010), research has so far not scrutinised how leader behaviour or leadership style shape the i-deal negotiation process beyond LMX (Liao et al., 2016). The authors also question whether accomplishments by the employee promote the start of an i-deal negotiation.

Lastly, a more recent study by Simosi et al. (2021) seeks to shed light on the i-deal negotiation process by linking i-deal literature to negotiation literature. In the paper, the authors have identified three stages of negotiations: pre-negotiation, negotiation and post-negotiation. The authors, however, stated that further research needs to be undertaken in understanding the three stages of negotiation, which includes – but is not limited to – the power dynamics in an i-deal negotiation process and understanding the negotiation behaviour of the parties involved.

Because current research is predominantly quantitative, this precludes the ability to analyse the process of negotiation. An inductive or abductive research approach needs to be implemented in order to examine the negotiation process to any degree of satisfaction. Whilst Bal (2017b) qualitatively explores why employees negotiate i-deals, research still needs to be undertaken to show how and what determined the negotiation process. Therefore, whilst this research explores the extent to which i-deal negotiations are implicit or explicit, it also seeks to understand the elements needed in an i-deal negotiation process. Taking into account all the elements this section has discussed, the second research question of this study is as follows:

**RQ2:** How are flexibility i-deals negotiated?

As this question will be addressed whilst applying in-depth semi-structured interviews, no hypotheses will be set to investigate this research question.

## **2.9. Chapter summary**

This literature review has sought to understand the development of the research questions of this study. This was achieved by firstly providing a thorough understanding of the definition of i-deals and its importance in the contemporary employment climate as well as the WOP research field. It was highlighted that novel i-deal dimensions have been developed by scholars, and that flexibility i-deal researchers currently investigate these dimensions by either applying the Rosen et

al. (2013) or Rousseau and Kim (2006) (later adapted to Hornung et al. (2008)) scale. It has been shown in this chapter that the differences in the use of scale and definition of i-deals have led to inconsistent research findings.

As this research occupies itself with understanding the contextual factors influencing flexibility i-deals obtainment as well as the negotiation process of flexibility i-deals, the literature review further examined flexibility i-deals and what flexibility i-deals studies have revealed thus far. A review of the literature highlights that, in line with the findings of Conway and Coyle Shapiro (2015) and Liao et al. (2016), flexibility i-deal research lacks an understanding of the contextual factors for flexibility i-deal obtainment as well as the elements encompassing the flexibility i-deal negotiation process. Following the discovery of these gaps in knowledge, two research questions were formed. These research questions will contribute and elaborate on existing flexibility i-deal literature by exploring the formation of flexibility i-deals concerning female E&W qualified lawyers in the UK as well as provide a further understanding of the flexibility i-deal negotiation process.

The next chapter explores the UK law firm context in which flexibility i-deals will be studied. It will begin by providing a brief review of the globalisation of UK law firms and the labour market features. This is followed by an in-depth understanding of the employment model, promotion criteria, productivity measures and employment conditions within UK law firms. Then, flexible working in law firms will be addressed with an emphasis on the existence of flexibility i-deals. The information provided in



the next chapter will strengthen the proposed research questions set out in this chapter.

## **Chapter 3      Context – The UK Legal Market**

### **3.1. Chapter introduction**

Current i-deal literature suggests that work settings can either enable or hinder i-deal negotiations (Hornung et al., 2008; Liao et al., 2016). According to Hornung et al. (2008), structural job constraints include the nature of the job, unit size and group size. Some research findings indicate that i-deal negotiation might be less successful in work settings where a team depends on each other's work for successful completion of a task (Rousseau, 2005). Whilst previous research studied flexibility i-deals in a bureaucratic structure (Hornung et al, 2008 and Davis and Van der Heijden, 2018), this research focuses on demonstrating flexibility i-deals in a partnership structure.

Apart from the work setting, research findings indicate that national culture (Ng and Feldman, 2015) as well as organisational culture (Bal and Rousseau, 2015) influence the extent to which individuals within existing structures, including law, labour agreements, and HR policies can successfully negotiate an i-deal.

Although recent evidence suggests that work settings and national culture are of significance in successful flexibility i-deal negotiations, researchers suggest that further understanding on the work context can provide further insights into the obtainment and negotiation of i-deals (Bal and Rousseau, 2015; Liao et al., 2016).

Separated into five sections, this chapter will outline the nature of UK law firms, which is the context used for this study. This will be performed by reviewing key literature on (i) globalisation and the labour market features and women's careers; (ii) the employment model, promotion and productivity measures; (iii) the employment conditions within law firms; (iv) flexible working within law firms; and (v) flexibility i-deals within the legal profession.

## **3.2. Globalisation and labour market**

### **3.2.1. Globalisation of law firms**

Over the last century, the legal sector transitioned predominantly from private practices to global institutions (Abernethy and Stoelwinder, 1995). Through the 1930s and beyond, some of the leading practices continued to be essentially family firms, with kinship remaining the primary mode of recruitment (Galanter and Roberts, 2008). Three periods of transition and organisational change can be identified within law firms over the last 100 years.

The first transition was reported after the Second World War, when law firms increasingly moved away from the partner/clerk dyad title to the articles, clerk/assistant, and solicitor/partner triad (Galanter and Roberts, 2008). This has been heavily influenced by the introduction of a triad title by one of the major law

firms in the US called Cravath, Swaine & Moore LLP. The model is therefore also referred to as the Cravath System.

The second transition was identified in the 1970s, when law firms increasingly shifted their focus from undertaking cases as instructed by private clients to instructions from commercial businesses, leading to a diversification of services. Traditionally, small practice firms specialised in one niche area of law. Over the past decade, however, law firms responded to changes in the external environment by offering clients multiple service offerings (Baker and Faulkner, 1991). The expansion of service offerings enabled law firms to differentiate themselves from their competitors, offering competitive advantages in the market. Furthermore, the strategic advantage by law firms to diversify its service offerings was that they tied the client to the firm; the benefit for the client being that it minimised their search by having one law firm to oversee a range of legal issues (March and Simon, 1958).

With the aim to be continuously more appealing to commercial businesses, the third transition focused on offering a full legal service to clients through geographic expansion and merger acquisitions of law firms. Large law firms, historically, had a relatively small presence overseas and maintained a single location. However, in order to provide services to multinational corporations, law firms were encouraged to move into international markets. Literature indicates that US law firms started to globalise in the 1960s following their US-based multinational clients (Spar, 1997, Hitt et al., 2001). The main aim of globalising was to offer cross-border transactional services for current and potential clients, provide a more complete service to major

clients, as well as attract the legal needs of an increasing number of multinational companies. As a result, since the 1980s, law firms have adopted a more corporate and entrepreneurial approach to their management and organisation, and have spread their services across multiple geographic locations (Nelson,1988).

Because of the difficulties associated with growing a global presence organically, many firms chose to merge or partner with local firms, which naturally come with existing contacts and clients, resulting in the larger law firms becoming increasingly bigger over the years. Galanter and Palay (1990) note that from 1972 to 1986 the market share of the top 50 law firms had doubled. Within the last three decades in particular, a significant number of law firms have either merged with other law firms or have acquired firms. The number of mergers and acquisitions are particularly high within the US and UK markets (Galanter and Roberts, 2008) but also in the Australian market (Thornton, 2014). Niche specialist law firms have merged or acquired other niche firms in order to offer a full service for current and prospective clients. To date, it is not uncommon for law firms to acquire whole practice groups (departments) or teams in order to gain a competitive advantage over rival firms.

The globalisation of law firms not only gave them this competitive advantage over rival firms and enabled them to attract and secure more clients, but also created the war for talent. Wallace and Kay (2009) argue that global law firms offer better extrinsic rewards such as higher wages, better benefits and more promotional opportunities than small law firms, and therefore are seen as a more desirable work

setting for lawyers. However, the globalisation of law firms has also brought some disadvantages.

Firstly, with the globalisation of law firms, the practice of law has become increasingly commercially focused since law firms have become more profit-driven over the years (Galanter and Palay, 1990; Nelson, 1988). As a result, scholars have often labelled the profession of law as 'a greedy institution' or as a 'hustling...profit maximising business' (Coser, 1974: 17).

Secondly, the global series of mergers and acquisition of law firms over the last four decades, as well as the increased competition between firms and individual lawyers, has led for the legal profession to become a 'hyper-competitive professional ideology' (Wald, 2010: 2245). This is due to the decreased chances of promotion to partnership within the global labour market, despite working harder and longer (Thornton, 2016b).

Thirdly, although many lawyers are attracted to working in global law firms, research has shown that these work settings can be challenging in many ways. Wallace (2004) argues that the size of a law firms as well as the specialisation of the lawyer are indications of prestige and, therefore, working in global work firms can be argued to be the most challenging work setting in which a lawyer can work. This is particularly true for practice groups such as corporate commercial, civil litigation, securities, tax, banking and finance (Hagan, 1990; Heinz and Laumann, 1982).

Having described the globalisation of law firms in this section, the next section of this chapter describes the labour market feature within UK law firms.

### **3.2.2 Labour market features and women’s careers**

As described above, law firms were traditionally family groups that dominated the legal industry across several generations (Galanter and Roberts, 2008). This closed internal labour market tended to train internally or hire directly from prestigious law schools, with the end goal being partnership promotion (Wholey, 1985). Over the past four decades, however, the legal labour market opened, enabling the recruitment of experienced associates as well as lateral partners (Kronman, 1993).

The expansion of opportunities to enter the legal profession has consequently increased the number of individuals qualifying as lawyers in the E&W jurisdiction. The number of qualified E&W lawyers in the UK is increasing every year and, judging from the statistics outlined below, it is highly probable that there are more lawyers than available jobs. An annual statistics report produced by the Law Society in 2019 describes the trends in practising solicitors. The report states that, since 1988, the number of practising solicitors has increased nearly threefold, from 50,684 in 1988 to 143,167 in 2018 (The Law Society, 2019).

**Table 4 UK practising solicitors (The Law Society, 2019)**

<b>2018</b>	143,167
<b>2008</b>	112,433

<b>1998</b>	75,072
<b>1988</b>	50,684

A data set provided by the Solicitors Regulation Authority (SRA) also illustrates that not only did the number of E&W qualified solicitors steadily increase but also the overall number of solicitors on the roll, including registered European lawyers, registered foreign lawyers and exempt European lawyers. Table 5 below illustrates these numbers.

The increase in practising lawyers within the E&W jurisdiction indicates that those lawyers who have the strongest client development skills as well as the highest billing record are more likely to progress within the competitive internal labour market of global law firms. This leads to an inter- and intra-labour market competitiveness of securing and retaining clients (Wallace, 2004). Those who fail to do so are often required to leave the profession completely.

**Table 5 Increase of E&W-practising RELs and RFLs (The Law Society, 2018)**

Date range	All solicitors on the roll	Practising solicitors*	Registered European lawyers	Registered foreign lawyers	Exempt European lawyers
October 2020	202,991	150,764	773	2,867	3,771
October 2019	199,181	150,349	761	2,685	3,564
October 2018	192,121	146,625	689	2,491	3,203
October 2017	185,240	143,072	676	2,407	2,938
October 2016	178,340	139,313	627	2,337	2,827
October 2015	171,464	136,294	515	2,296	2,695



October 2014	164,133	133,327	445	2,132	2,539
October 2013	162,367	130,643	383	2,095	2,340
October 2012	169,338	127,353	384	1,955	2,077
October 2011	162,818	125,011	305	1,722	1,994

In addition to the increase in qualified lawyers within the E&W jurisdiction, an increase in the number of women entering the legal profession is also observed. Law Society data shows that 50.8 % of trainee solicitors in 2018 were women, compared with 45% of female trainee solicitors in 2008 (The Law Society, 2018). The statistics also amplify that more than twice the number of men are at partnership level compared with women, with 66% of partners being male. Whilst this data shows an unequal representation at partner level, statistics also show that at associate level it is women who make up the majority. These findings have been also observed by Simpson (2000) and O'Neill and Jepsen (2019) who state that whilst women's participation in the labour market has increased significantly over the past three decades as well as women's promotion to mid-level ranks, women are significantly underrepresented at the top levels of organisations. O'Neil et al. (2008) state that despite having accumulated sufficient human and social capital, few women get promoted to higher ranks within organisations. O'Neil et al. (2008) also acknowledges that whilst women entering organisations has grown significantly over the past decades, organisations are still male dominated. Reasons for the low female representation within partnership ranks can be multifaceted.

**Table 6 Gender divide in legal status (The Law Society, 2019)**

	Men (Number)	Men (Percentage)	Women (Number)	Women (Percentage)
--	-----------------	---------------------	-------------------	-----------------------

Partner	19,675	69.9	8,470	30.1
Associate	9,978	41.6	13,970	58.4

According to O’Neil et al. (2008) and O’Leary (1997) work and organisations are often structured around traditional beliefs and norms on work and family where men embody the ‘breadwinner’ role and women the ‘care giving’ role. O’Neil et al. (2008: 730) further argue that the way ‘careers are conceptualised and developed, and how women engage in these careers are evaluated and rewarded, paradoxically still appears to be based on the traditional (male) model of continuous employment’. Research on women career development also suggests that, in comparison to men, women encounter career barriers which are imposed by gendered social contexts (Betz and Fitzgerald, 1987) which in turn influences their career progression. This paradox is the cause for women’s limited access to positions of power within organisations as men are still perceived as more suitable for positions at the top levels of organisations (Schein, 2007). This is supported by Walsh’s (2012) research on female lawyers’ career aspiration, which argues that the legal workplace is male-dominated, which at senior levels creates an oppressive culture of gender-led expectations. In addition, Walsh (2012) argues that the male-dominated character of the partnership in many law firms is seen as a barrier to change in the legal profession.

Research undertaken by Nelson (1988) highlights that this associate majority figure and the minority statistic of female partners are due to female associates being more likely to leave the legal profession than male associates. Furthermore, in their research, Noonan and Corcoran (2004) reveal that women were 1.8 times more

likely than men to leave the legal profession within four years. Similar findings were reported by Adjei et al. (2013), who report that women are more likely to leave a private practice early on in their careers and are more likely to seek employment with more predictable hours outside the legal profession or start their own organisations. These finding has been confirmed in the women careers literature which states that as a result of dissatisfaction with the organisational work environment, lack of flexibility and challenging opportunities, women leave organisations to establish their own businesses (Mattis, 2004). Further research undertaken by Kay and Brockman (2001) argue that men often have an advantage over women when it comes to promotion to partnership, largely because men are seen as investing more in their careers.

Women's underrepresentation in the partnership rank can be seen as a result of women's career choices. Several researchers such as Mainiero and Sullivan (2006), Cabrera (2007) and Pleau (2010) state that women's career choices differ significantly from those of men. For example, in an extant literature review on women's careers, O'Neil et al. (2008) argues that the career decisions of women and their private life are interconnected. As such women's career choices are influenced by life development (Powell and Mainiero, 1992; O'Neil and Bilimoria, 2005; Mainiero and Sullivan, 2005). Huang and Cverke (2007) argue that women's careers reflect a range of paths and patterns in comparison to the careers of men encompassing elements of upward mobility, stability, downward mobility, disruptions and fluctuation. Therefore, women are seen as more likely than men to make adjustment to their career choices (Cabrera, 2007). Cabrera (2007) argues that these adjustments are often made in order for women to accommodate their personal life which includes,

but is not limited to caring responsibilities, pregnancy and child rearing. O'Neill and Jepson (2019) also state that women experience significantly more career interruptions than men mainly due to family responsibilities which include childcare as well as elderly care. Further, Riley (2005) states while there have been some gender shifts in caring responsibilities, most paid and unpaid caring is still performed by women. Whilst in early life women tend to take on most of the childcare responsibilities, other caring responsibilities such as elderly care increases in later life resulting in a sandwich generation where 'women care for an older family member while also caring for children' (Riley, 2005: 52). According to Lee and Tang (2015), women are more likely to work flexibly, and to move in and out of paid employment to care for family members (Lee and Tang, 2015). Pleau (2010) as well as O'Neil et al. (2008) state that women's career choices often result in women having less accumulated wealth, lower earnings and fewer years of tenure in comparison to same age men.

These findings are supported in the law firm literature. It is believed that women leaving the legal profession is often related to female professionals struggling to combine work and childcare demands (Adjei et al., 2013). In particular, female lawyers with young children experience work pressures when practising law (Kay and Brockman 2001, Epstein et al., 2006; Dinovitzer et al., 2009). In fact, there is a considerable amount of literature that examines the difficulties female lawyers encounter in attempting to meet the heavy time demands of practising law as well as the difficulties encountered when trying to balance work and family demands (Adjei et al., 2013).

One of the most cited reasons for women withdrawing from the practice of law include the time demands of work, lack of flexibility and childcare commitments (Abel, 1989; Nelson, 1988). Those who do attempt to integrate their full-time professional careers with marriage and children often indicate that they take on the 'second shift' that involves the traditional duties associated with home and childcare (Hochschild, 1989).

It has been argued that parenthood is believed to affect women and men's law firm careers in very different ways. Hull and Nelson (2000) argue that children have a positive impact on men's promotion chances but not on women's. It is believed that childcare responsibilities signal work commitment and stability for men but not for women (Kay and Gorman, 2008). One can therefore argue that career breaks associated with the exclusively female act of childbearing is perceived to demonstrate a lack of commitment (Sommerlad and Sanderson, 1998). Research by Walsh (2012) illustrates that female lawyers with strong partnership aspirations anticipated that work-family tensions might ultimately lead to their departure from their law firms. Walsh (2012) states that, therefore, female lawyers tend to postpone the parenting decision until they have achieved partnership status, as this provides them with a greater degree of autonomy and some degree of choice in their work-life decision-making.

Further, Walsh (2012) states that female lawyers with high career aspirations strongly believe that motherhood conflicts with the work demands of lawyers and therefore impacts the career advancement of female lawyers. The research shows

that promotion to partnership rank is perceived considerably harder if female lawyers have childcare responsibilities. As a result, caregiving responsibilities is believed to negatively impact the career advancement of female lawyers (Walsh, 2012).

Linked to the previous point, women's underrepresentation within partnership ranks can be a result of women's non-linear career progression. Richardson (1996) defines women career progression as more snake-like as supposed to the more linear and traditional career progression pursued by men. Rodrigues and Guest (2010) argue that non-linear career models can be useful in studying and understanding women's careers.

Non-linear careers have been theorised by numerous scholar such as Arthur and Rousseau (1996) defining it the boundaryless career model, Hall (1996) the protein career model, Gouldner (1957) the cosmopolitan career model; Sturges (1999) the expert career model; Brousseau et al., (1996) the transitory career model and Mainiero and Sullivan (2005) the kaleidoscope career model. For the purpose of this research the kaleidoscope career model should be further investigated.

The kaleidoscope career model permits employees to shift and rearrange their roles and relationships in new ways depending on an individual's life goals and roles. In particular, this model is believed to help contextualise how women's career goals change in relation to changes in their life roles (Mainiero and Sullivan, 2005).

The model argues that over an individual career span, career progression is bound by the parameters of authenticity, balance and challenge, also known as ABC parameters (Sullivan and Mainiero, 2007). The authors argue that individuals embark on different life roles and that these different life roles change, the emphasis of the ABC parameters also change.

Sullivan and Mainiero (2008:36) define authenticity as 'career choices individuals make to be true to themselves'. Balance is defined as 'career choices made to reach equilibrium between work and non-work demands' (Sullivan and Mainiero, 2008: 40). Lastly, challenge is 'seeking stimulating work as well as career advancement' (Sullivan and Mainiero, 2008: 41). The authors also note that these parameters are not mutually exclusive, yet individuals tend to seek one parameter more than another at a given point in their career (Sullivan and Mainiero, 2008).

In their 2006 paper, Mainiero and Sullivan argue that women follow a beta pattern of careers and men an alpha pattern. The beta pattern argues that women seek challenge in their early careers, balance in their mid-careers and authenticity in their late careers. The alpha pattern which is believed to be followed by men seeks challenge in their early careers, authenticity in their mid-careers and balance in their late careers (Mainiero and Sullivan, 2006).

This is also found in research conducted by Walsh (2012). Studying career aspirations of female lawyers, findings of the research illustrate that female lawyers with higher career aspirations were slightly younger and fewer were married or

cohabitating. Walsh's (2012) findings also illustrate that women with higher career aspirations had on average less post qualification experience and significantly shorter organisational tenure. This is in line with the theory of Mainiero and Sullivan (2006) who state that women in their early careers seek challenge in their careers.

### **3.3. Employment model, promotion and productivity measures**

#### **3.3.1. Employment model and partnership promotion**

The up-or-out tournament model (Galanter and Palay, 1991), also known as the aforementioned Cravath System, was developed in the early twentieth century and commonly used in US and UK professional service firms (Morris and Pinnington, 1998). Law firm internal labour markets are essentially centred around the promotion from associate to partner. The tournament therefore occurs when an associate seeks partnership promotion.

In the UK, the career path within law usually starts with the possession of a training contract. The recruitment for a training contract is very rigorous. Trainees are usually recruited within their second year of undergraduate study and have to pass a series of online assessments, attend assessment centres, vacation schemes and interviews before being considered for a training contract. The perks of obtaining a training contract within a city law firm are financial but also reputational.



City law firms are known to have a competitive recruitment process for training contracts. Although the obtainment of a training contract within city law firms are quite competitive, the successful holder of a training contract will receive a very lucrative graduate employment offer. Law firms offer a full scholarship for the Legal Practice Course (LPC is equivalent to law school) of £12,000, a generous grant of around £8,000-£10,000 for the duration of the LPC, a trainee salary of £37,000-£55,000 per annum and an associate salary of £75,000-£150,000. A breakdown of UK trainee salaries and associate salaries is illustrated in Table 7.

Not only do city law firms offer an exceptional financial package, but they also offer a broad training and development curriculum. The training contract consists of a two-year duration and includes four to eight trainee seat rotations. A seat rotation is a bi-annual change of practice group or specialism during the training contract. Many city law firms also require their trainee to complete a client and/or international secondment to expose trainees to different work environments. The exposure to different practice groups introduces trainees not only to practice-specific expertise, but also gives a group of partners the opportunity to assess trainees' competencies and suitability to the organisation.

After the two-year training contract, successful candidates will be offered a position as junior associates within the firm. Usually, up to 80% of the trainee intake receive an associate employment contract offer with the firm (The Law Society, 2018). Associates are usually promoted from junior to mid-level to senior associates, depending on the years of employment as well as the rate of client development and

billable hours. Usually, everyone who has one to three years' post-qualified experience (PQE) is considered a junior associate. Those with three to five years' PQE are considered a mid-level associate and five years and above PQE is considered a senior associate.

Once promoted to senior associate, lawyers aspire to be selected for partnership promotion. Individuals who are not deemed eligible for partnership are expected to either leave the firm (Spangler, 1986; Wholey, 1985) or move horizontally to positions that do not follow the partnership track, such as counsel or a professional support lawyer (Malhotra et al., 2010).

Competition for partnership positions is very fierce and partnership is usually only awarded after demonstrating loyalty, attracting new clients also known as rainmaking and exceptional productivity during several years of service (Thornton, 2016b). It is believed that certain attributes can enhance an individual's promotional prospects to partnership. For example, the ability to generate new clients, market the firm's services and generally develop the business potential of the practice are seen as necessary attributes for a lawyer who considers partnership (Wilkins and Gulati, 1998). Wass and McNabb (2006) refer to this as relational capital. Socialising with senior lawyers in both work and non-work settings can also improve lawyers' chances of promotion. Dinovitzer et al. (2009) argue that lawyers' ability to develop relational capital with high-ranking partners enhance their chances to acquire partnership status. Moreover, Kay and Gorman (2008) believe that relational and

cultural capital account for up to one-third of lawyers' partnership promotion chances.

Partnership promotion is often desired as partners have an ownership of the firm and share profits. Whilst associates are seen as an employee of the firm who earn a salary and bonuses, partners buy into the equity of the firm so that their income derives from ownership rights rather than a fixed salary (Beckman and Phillips, 2005). Through holding ownership of the firm, partners are also important decision-makers within law firms. Their decision-making power goes beyond their practice group, and partners often get involved in HR decisions regarding recruitment and selection, promotion as well as policies and practices. Agile or FWPs, for example, cannot be launched without the approval and buy-in of the partnership of a firm. That said, the partnership structure is different to the bureaucratic organisational structures that have been studied in relation to i-deals thus far. As partners are involved in decision-making within and outside their practice group – in particular decisions that normally lie within the realm of HR, one can argue that HR is subservient to partners in law firms. Consequently, this will have an impact on the power-relations of the negotiation process of flexibility i-deals which have been discussed in Chapter 2.

Whilst partnership status is desired amongst lawyers and holds significant power within the legal structure, the promotion process to partner is rarely based on objective and measurable criteria. It is expected of lawyers to devote enough time on business development and meeting billing targets to be deemed eligible for the

upcoming promotion (Galanter and Palay, 1991). Measuring extra professional activities such as business development is difficult to objectively evaluate. This will be further discussed in the next section of this chapter.

**Table 7 Trainee and NQ salaries amongst some city law firms (Lawyer, 2019)**

	First-year (London)	Second-year (London)	Newly Qualified (London)	Heritage
Allen & Overy	£46,500	£52,500	£93,000	UK
Clifford Chance	£46,600	£52,500	£100,000	UK
CMS	£43,000	£48,000	£73,000	UK
DLA Piper	£45,000	£50,000	£78,000	US-UK
Eversheds Sutherland	£42,500	£46,000	£75,500	US-UK
Freshfields	£45,000	£51,000	£100,000	UK
Hogan Lovells	£46,000	£51,000	£90,000	UK
Linklaters	£47,000	£52,500	£93,000	UK
Norton Rose Fulbright	£46,500	£50,500	£87,500	UK
Slaughter and May	£45,000	£51,000	£83,000	UK

### **3.3.2. Productivity measures – billable hours**

The employment model, promotion prospects and labour market features are heavily influenced by the productivity measures within law firms, also known as the billable hours model. In this section, the notion of billable hours will be illustrated by referencing literature on the legal context but also on the literature by Brown et al. (2011) on digital Taylorism as well as literature by Ball (2010) on workplace surveillance.

Surveillance is believed to have created a culture of control, competition and individualisation (Chandler and Fuchs, 2019). Surveillance can be identified in the legal sector through a standardised surveillance technique known as billable hours (Epstein et al., 1995; Hagan and Kay, 1995; Spangler, 1986). Billable hours mediate the relationship between management and a lawyer in law firms by defining the amount of time spent working on a case or file, and subsequently the amount of money billed to their clients (Campbell and Charlesworth, 2012).

The billable hours are maintained by all lawyers through a digital financial time diary that records accurate time accounts of correspondence and communication, legal research, meetings and court appearances. In some firms, these figures are recorded in time increments as small as six minutes (Leiper, 2006; Hagan and Kay, 1995). Computerised programmes enable lawyers and firms to monitor and track the time lawyers bill to clients (Fortney, 2000). Contemporary management literature

accepts that the practice of digitalising work refers to this practice as digital Taylorism (Brown et al., 2011) as well as workplace surveillance (Ball, 2010).

Recognised as the founder of the principles of scientific management, Frederick Taylor introduced mechanical Taylorism in 1911 to ascertain the 'one best way of organising production' (Brown et al., 2011: 68). The introduction of scientific management was believed to resolve disputes around equity between employees and employers. These principles were also believed to have the potential to be implemented across all sectors and industries of work.

Brown et al. (2011) argue that, whilst the 20<sup>th</sup> century introduced mechanical Taylorism, the 21<sup>st</sup> century can be described as the era of digital Taylorism where working knowledge is captured, codified and digitalised in software packages. With the assistance of technological advancement, digital Taylorism allows for work activities to be dispersed and recombined, monitored and controlled from anywhere around the world, instantly. Similar to mechanical Taylorism, digital Taylorism works across a wide range of sectors and industries and allows for effective work distribution, but also gives organisations a powerful tool for employee surveillance and control (Brown et al., 2011). It is believed that the implementation of digital Taylorism has increased managers' decision-making powers as well as reduced inconsistencies in performance. Furthermore, Brown et al. (2011) argue that the underlying belief of digital Taylorism is connecting the digital documentation for business processes and job descriptions to the digital databases of individual

competency profiles. This indicates that human capital metrics (Becker, 1964) are pivotal in order to assess performance and, consequently, profits.

Digital Taylorism was first recognised by Wilensky (1960), as new technologies offered senior managers and executives greater control over their white-collar as well as their blue-collar workforce. Further development of digital Taylorism was not conceptualised until 2010 by Brown et al. (2011). The authors describe a working world where all organisational activities are documented, such as business processes, databases of individual competence profiles as well as the measurement of individual, team and organisational performance through software programmes known as human capital metrics (Brown et al., 2011).

Recognising that the most varied forms of monitoring techniques can be found in the service sector, Brown et al. (2011) describe how digital Taylorism is used as a way of controlling access to different levels of the organisational hierarchy, and to the organisation itself.

Ball (2010) refers to workplace surveillance as management's ability to monitor, record and track employee performance and behaviours inside the workplace, and even life outside the workplace as well as personal characteristics, in real time or as part of broader organisational processes.

The billable hours model fully meets the definitions of digital Taylorism provided above as it allows the monitoring, control and comparison of employee performances across legal teams, departments and offices. Furthermore, billable hours encompass elements of workplace performance surveillance under which organisations have the power to monitor output, the content of telephone calls, email exchanges, the use of documents as well as employees' locations.

The billable hours information gathered by monitoring employees at law firms is used in a number of ways. Whilst employees expect to have their performance reviewed, objectives set, and information gathered on their activities and whereabouts, employee monitoring and surveillance that goes beyond what is reasonable or necessary are seen less favourably amongst employees (Ball, 2010). The digital Taylorism practices encompassing employee surveillance through human capital metrics, such as billable hours, is therefore often not used as a developmental approach within law firms – i.e., through which employees, teams and organisations can improve by identifying their weaknesses – but as a punitive approach.

The way in which workplace surveillance and digital Taylorism is applied within legal firms encourages the 'segmentation of talent' (Brown et al., 2011: 81), reserving power status and responsibility to drive the business forward to elite employees who bill the most hours per year. It has been argued that potential partners are selected as much for their legal expertise as for their hours billed to clients (Wilkins and Gulati, 1998). Literature on law firms has often identified that those individuals who



are unable to meet these demands either enter disciplinary measures or are asked to leave the firm (Thornton, 2016b).

It is therefore not uncommon for law firms to set monthly or annual billable hours targets. US firms are known to set relatively high annual billing targets of around 1,800 to 2,000 billable hours per year (Mossman, 1988). Davis (2000) reports that UK firms tend to bill fewer hours than US firms with an annual target of around 1,600 hours. However, it is believed that billable hours reflect approximately two-thirds of the total number of hours lawyers actually spend working: only accounting for the time charged to clients and not the total amount of time spent at work (Fortney, 2000; Hagan and Kay, 1995). Omari (2010) argues that time spent on administrative activities and training activities is not counted towards the billable hours target. According to the author, during a twelve-hour working day, a lawyer may bill only up to seven hours (Omari, 2010). Furthermore, although the hours billed are often viewed as an objective, reliable and valid indicator of the lawyer's productivity and value to the firm (Epstein et al., 1999; Hagan and Kay, 1995), scholars have questioned the validity of billable hours as a measure of a lawyer's work contribution. As explained above, billable hours reflect the number of hours a lawyer has spent with a client but does not acknowledge the quality of work achieved. Therefore, it is argued this model cannot and does not fully describe productivity (Kordana, 1995). Not only do billable hours fail to capture the quality of lawyers' work, these figures also do not indicate the degree to which clients are satisfied with the legal services they have received.

Moore (2019) has also identified that tracking and monitoring technologies implemented within organisations provide objective data on human capabilities yet neglect the social context. The author argues that the danger of such technologies 'where the qualitative work of qualified workers becomes quantified is the rise of barbarism, (...) where there is no culture nor civility or dignity, but only brutal, corporate-driven commodification and abstraction of labour' (Moore, 2019: 125).

This quantification of labour, thus, operates as a disciplinary technology by encouraging self-reliant lawyers to discipline themselves by meeting – and preferably exceeding – the billable hours target (Thornton, 2016b). Firms respond to lawyers' input of billable hours by auditing the hours worked on a regular basis. The act of auditing billable hours illustrates law firms' level of control that is aligned with the digital Taylorism and workplace surveillance ideologies introduced earlier in this section.

In their book, Chandler and Fuchs (2019) provide an example of digital Taylorism and workplace surveillance where a bank had developed staff league tables to measure hard performance levels, such as sales and client visits, and soft performance levels, such as customer satisfaction. In this case study, it was highlighted that this system allowed everyone within the organisation globally to compare their performance with the performance of anyone across the organisation.

This is a practice also exercised within legal firms. Not only does the computerised system enable the lawyers and their employers to track billing hours on a daily basis,

it also has the capacity to show how individual billing hours compare with the hours recorded by colleagues within their team and department, as well as with colleagues across other teams, departments and even offices. Therefore, both individual lawyers and firm managers are fully aware of a particular lawyer's ongoing billing rates and hours. This overt encouragement of competition to rate the 'highest biller' and shame those who have not billed as much as their peers is believed to cause envy and insecurities amongst lawyers (Levit and Linder, 2010). Sewell (1998) refers to this phenomenon as peer surveillance.

This ability to monitor performance but also the performance of peers, and being constantly compared and encouraged to compete within the firm, creates feelings of envy and insecurity as employees are constantly under pressure to raise their performance. Research findings show that the association of billing hours and promotion as well as the perpetual advertising of high-billing lawyers encourages lawyers to be more productive by billing more hours, leading to a vicious circle of never-ending productivity (Thornton, 2016b).

This competitive demand to be continuously productive by meeting increasing billing targets is also argued to be impossible to achieve during a standard working week, and therefore requires lawyers to work from home (Campbell et al., 2012; Parker and Ruschena, 2011). Research suggests that female solicitors often struggle to demonstrate commitment to a profession that champions billing competitively high numbers of hours and a working culture that demands overtime as a given, which

would explain the high exit rate amongst female legal professionals (Thornton, 2016a).

### **3.4. Employment Conditions**

Ball (2010) also described the negative effects of workplace surveillance on individuals. The author states that the primary aim for workplace surveillance by organisations is to protect their assets, but its implementation has consequences for employees – affecting employee well-being, work culture, productivity, creativity and motivation. Ball (2010) further argues that the intensification of workplace surveillance demonstrates more benefits to the employer than to the employee. This section will demonstrate the effects the employment practices within law firms have on employee commitment, working hours and work overload, as well as employment outcomes.

#### **3.4.1. Commitment**

Within law firms, a lawyer's level of commitment is measured by the number of hours they bill and the willingness to do more work if necessary. Law firms demand total commitment and expect lawyers to put work first and to be always available to work at the office and at home (Wallace, 1997; Hagan and Kay, 1995; Epstein et al., 1995). These demands placed on lawyers are seen to be excessive in comparison with other professions (Nelson, 1988; Spangler, 1986).

The work allocated to a lawyer by a client is often unpredictable, with the number of hours spent on a case beyond the control of the lawyers involved. Working flexibly within law firms is therefore not only logistically difficult, but it is argued that being available for anything less than full-time work is construed as evidence of a lack of commitment (Dowd, 2002). As a result, proving this commitment through the perpetual offering of time and resources is believed to have a negative impact on lawyers' working hours, workload and employment outcomes.

### **3.4.2. Long working hours and work overload**

Feeling overwhelmed by the time demands and job pressures, in combination with working long hours, are reported to be as representative of the nature of practising law (Wallace, 1997; Kessler, 1997).

Thornton (2016b) and Wallace (2004) describe that 'all-nighters' and working around the clock from dawn to midnight are perceived as heroic and manly within the large firm mythology. Using research undertaken in Canada, Wallace (1997) highlights that lawyers work an average of 50 hours per week, including evenings and weekends. More recently, Thornton (2016a) revealed that a research survey conducted in Australia showed this average was outdated, with 61% of respondents indicating they worked more than 50 hours per week, and 20% indicating that they worked more than 60 hours per week. Some research participants even indicated working hours of 80-100 hours per week (Thornton, 2016a). In addition, to the long-hour working day, lawyers are often expected to build on their social and relational

capital by attending social functions with colleagues and clients before or after work, in the evenings, over lunch or on weekends (Wallace, 1997).

The globalisation of law firms, the billable hours model and the hyper-competitiveness discussed in the introduction of this chapter have been used as one reason why lawyers work long hours and experience work overload. Sommerlad (2016) describes that, within hyper-competitive professions, one can observe not only the intensification of work but also an increased sense of servitude to the client. This intensification of work and level of servitude is rooted in lawyers' fears of losing the client to a competitor. This fear, however, also directly influences the long-hour working culture that lawyers exercise.

The long-hour working culture can also be attributed to the technological advancement experienced over the last four decades. Within law, technological advancement was viewed as a source of liberation from the firm's office space as law can be practised from any location at any time (Thornton, 2016a; Thornton, 2016b; Susskind, 2010). Particularly for female lawyers, technological advancement was believed to have revolutionised women's entry and progression within the legal profession, as it enables them to work flexibly and, thus, combine work with non-work demands (Mossman, 1994). The consequences of technological advancement are believed to be more severe for lawyers than advantageous.

Being technologically equipped has intensified lawyers' long-hour working culture as clients are able to contact them at any time. Technological advancement has also

meant that lawyers are able and, in some cases, required to work on cross-jurisdictional cases and with clients in different time zones. Since lawyers are able to access their work from any location, a spillover of work into the non-work domain has been reported by Joudrey and Wallace (2009).

This emphasis on commitment and billable hours has resulted not only in lawyers working long hours and experiencing work overload, but also dissatisfaction amongst lawyers (Campbell et al., 2012).

### **3.4.3. Employment outcomes**

Law firms are perceived to be increasingly profit-driven and demanding environments for individuals. Considering the billable hours performance metric that leads to the long-hour working culture and work overload, it can be no surprise that some negative employment outcomes have been documented by academic researchers, such as the significant impact on lawyers' job satisfaction, well-being and work-life balance.

Firstly, the working hours, work demand and commitment have been reported as major sources of dissatisfaction for lawyers (Brainbridge, 1989). It has been argued that the difficulties with balancing work and family life are major sources of dissatisfaction in the legal profession, especially for women who are mothers (Brockman, 1992). Wallace (2001) argues that time and work demands are not only

stressful and cause job dissatisfaction but can also be sources of career dissatisfaction affecting lawyers' ability to balance work and family. In fact, it is argued that lawyers have the highest job dissatisfaction rate amongst all major professional groups (Wallace, 2001; Cunningham, 2001; Forbes, 2013).

Secondly, research findings by Chan (2014), Bergin and Jimmieson (2014) and Omari (2010) illustrate that work overload has resulted in high levels of emotional exhaustion and burnout amongst lawyers.

Thirdly, research findings show that billable hours in conjunction with hyper-competitiveness give rise to stress, bullying and incivility in the legal workplace (Baron, 2015; Bagust, 2013; Omari and Paull, 2013; Omari, 2010).

Lastly, Hagan and Kay (1995) further argue that excessive work demands and long hours are not only stressful conditions of work that contribute to significant numbers of lawyers feeling dissatisfied with their jobs, but are also two of the main reasons why lawyers leave the profession. Research reveals that lawyers voluntarily exit the legal profession after having experienced the pressures of the legal environment, despite the financial rewards and hope of promotion to partner (Thornton, 2014; Walsh, 2012). As research participants in Walsh's research outlined, the employment conditions are 'not worth the sacrifice' (2012: 508). Mattis (2004) argues that unless organisational practices change and offer more flexibility and challenge, women will continuously seek to create their own organisations instead of staying with their employer.



### **3.5. Flexible working and law firms**

In the past law firms were reluctant to accommodate non work responsibilities, due to the nature of work which includes but is not limited to presenteeism and long hour working culture (Walsh, 2012). Yet, although law firms are known for their long-hour working culture and work overload, flexible working has been increasingly accepted and embraced by law firms due to the increasing numbers of women in law (Thornton and Bagust, 2007). This might be due to women leaving organisations to entrepreneurship and more attractive competitors (O'Neil et al., 2011). Increasingly organisations are introducing initiatives such as mentoring programmes, alternative career paths and flexible work options (Ibarra et al., 2010; Mattis, 2002). This can also be identified within UK law firms. Law firms pride themselves in advertising the notion of an 'agile work environment' in their recruitment material as well as on their websites. In the UK, the number of law firms introducing flexible/agile work policies has increased over the last decade (The Lawyer, 2016).

Within professions that are known for work overload, literature suggests that the implementation of FWAs brings with it several advantages, such as increased retention (Adjei et al., 2013, Armstrong, 1985). Especially within dual-career households, research shows that flexible working enables both parties to balance their careers and remain within their chosen profession (Kelly and Moen, 2007). Yet, seeking to work flexibly in order to realise a balanced life unrelated to family responsibilities may also carry with it a greater degree of stigma (Uelmen, 2005).

In fact, considering the benefits of FWAs, research reveals that FWPs are not as widely available, nor are they proven to be effective in assisting lawyers with attaining a work-life balance (Cunningham, 2001). It is argued that, as long as billable hours are the norm in law firms, those working flexibly or part-time will continue to be stigmatised as a 'time deviant' (Stone and Hernandez, 2013: 237).

Nusbaum (2003), for example, reports that only 3-4% of lawyers in large firms take advantage of FWAs. More recent research undertaken by Thornton (2016b) in Australia suggests that 89% of Australian firms offered FWAs and that 40% of the survey respondents were eligible to work flexibly, yet only 6% reported that they had a formal FWAs in place. It is believed that the culture within law firms as well as the emphasis on billable hours inhibits the use of FWPs. Research argues that, if flexible working was as widely available as advertised, women would be more likely to be represented in the upper echelons of law firm hierarchies (Thornton, 2016b).

Despite various law firms supporting flexible or agile working practices, the physical workplace, face time, visibility and presenteeism remain pivotal features of the legal profession. Research shows that the dilemma associated with flexibility is invisibility. The emphasis on presenteeism and physical presence, thus, impacts on the successful application and use of flexible working. Thornton (2016b) argues that the importance of presenteeism and being seen is internalised and can be aligned to Ball's (2010) notion of workplace surveillance.

Within the literature it can be identified that there is a clear gendered employment divide within the legal sector. Men are perceived to embody the ideal worker whilst women are often primarily seen as caretakers (Wallace, 1999). Therefore, bias against flexible working is directed almost exclusively towards women (Thornton, 2016a). Whilst contemporary literature on fatherhood and law has been identified (Collier, 2019), the focus of the upcoming paragraphs is on women's reluctance to utilise FWAs. The reasons behind this reluctance are multifarious, research has shown, and include fearing the loss of social, financial, human and relational capital as well as the effects on career advancement and partnership promotion.

Firstly, a host of literature discusses the impact the uptake of FWAs has on female lawyers' capital. Cunningham (2001) argues that very few lawyers work part-time for fear of reduced compensation and diminished workplace reputation. Furthermore, research findings show that those lawyers who work on a reduced schedule or have childcare responsibilities may face difficulties acquiring relational capital or attend networking events (Walsh, 2012; Dinoviotzer et al., 2011). In her research, Sommerlad (2016) reveals that 47% of research participants who work flexibly believed that the quality of their work had declined as a result of working flexibly, as they were handed less interesting work that was of lesser value.

Secondly, research discusses the impact the uptake of FWAs has on lawyers' career advancement and promotional opportunities. The tension created by the need for a flexible work schedule can adversely impact a woman's promotional opportunities and lead to voluntary turnover (Hill et al., 2006; Cunningham, 2001). Research by

Noonan and Corcoran (2004) shows that, although law firms tend to have FWPs in place, women may fear that the use of such policies will have a detrimental impact on their career advancements and partnership promotion. It is largely believed that, in order to reach partnership status, a lawyer must be fully committed and fully involved, and that the utilising of an FWPs would place doubt on a flexible lawyer's commitment to the firm to the point that they would not be considered for the partnership track (Thornton and Bagust, 2007). These findings have also been supported by Tomlinson (2004) who argues that whilst an increasing number of organisations are introducing FWP, the use of these policies can impact women's career advancement negatively. Tomlinson (2004) states that women who work flexibly are unable to be promoted to senior roles.

### **3.6. Flexibility i-deals in the legal profession**

Although the academic literature reveals the negative effects of lawyers working flexibly, one research paper highlights elements of idiosyncrasy in flexible working within law firms. In this research paper, Thornton (2016a) describes flexible idiosyncrasy as informal flexibility exercised by lawyers. Although the primary aim of the research paper was to reveal the work-life spillover due to technological advancements and unpaid labour, the narratives within the paper suggest that this form of idiosyncrasy in law firms exists (Thornton, 2016a).

Two interview excerpts from Thornton's paper reveal the FWAs of two female lawyers, the first from an in-house state/territory single office and the second from an in-house national firm:

I'm working full-time. So I do four days in the office and Friday is my work-from-home day, although ...the actual work hours I perform on the weekends or in the evenings. On the Friday, I'm expected to be available on the phone to do business and checking my emails. (Thornton, 2016b: 16).

I have had different types of flexible working. I did purely working from home for six weeks after my son was born. And then flexible hours in the workday in the office and then also working from home both during business hours and working from home in the evenings ... I don't like working at home ... I'd rather be in the office doing my work. It just feels like a better environment to do it in. (Thornton, 2016b: 16).

The paper, however, does not discuss the contextual factors nor the negotiation process of flexibility i-deals within law firms. Other papers on flexible working also do not discuss these particulars. Therefore, this thesis adds to the flexibility i-deal literature as well as the law firm literature by investigating the degree to which flexibility i-deals are prevalent within UK law firms and the factors that enable the successful negotiation of a flexibility i-deal. Having taken the billable hours model into account as well as the expectations and pressures lawyers experience at work, this thesis seeks to investigate the following research questions:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

**RQ2:** How are flexibility i-deals negotiated?

### **3.7. Chapter summary**

The aim of this chapter was to provide contextual information on the employment conditions within UK law firms. As described in the introduction of this chapter, it has been highlighted by i-deal scholars that employment sector and national contexts are of importance when researching i-deals, as these influence the formation and outcomes of the i-deal negotiation (Liao et al., 2016). Since no research has been conducted using the UK legal context or a UK national context, UK law firms would be a significant case study for researching flexibility i-deals. One contribution of this study to the literature is the investigation of flexibility i-deals amongst female E&W qualified lawyers in the UK, taking into the account the employment relationship that was described in this chapter.

As described in the introduction of this chapter, contextual factors are believed to influence how flexibility i-deals can be studied. It has been discussed that the legal sector has undergone significant changes over the last 100 years, having grown from family-size businesses to global corporations through diversification as well as mergers and acquisitions. The drive to globalisation was steered by client internationalisation and the increased competitiveness of the legal market. This globalisation of law firms has brought several advantages to the organisation, such

as an increased competitive advantage. However, there are also reported disadvantages to the employee, for example, entering a hyper-competitive labour market.

As a result of the globalisation of law firms, the legal labour market has widened: since the 1980s, there has been a steady increase of qualified lawyers in the UK. Despite this market widening and the employment of more female lawyers, a clear divide between gender can be observed amongst the partnership population. Whilst women are outnumbering men in junior positions, only 30% of women on average hold partnership positions (The Law Society, 2019).

The chapter further discussed the brutal employment, promotion and performance tournament model within law firms. The model focuses on objective metrics such as billable hours and hard HRM practices, neglecting the importance of the subjective context of work. Having drawn on the literature of workplace surveillance as well as digital Taylorism, it can be understood that, although the legal sector is perceived as prestige employment, employees are often monitored and controlled.

The chapter further outlined the employment conditions and employment outcomes within law firms that encourage the quantification of work through control and monitoring. It was described that these employment practices can have a significant negative impact on employees' working hours and work overload and are also perceived as the reason for employee dissatisfaction, career dissatisfaction,

emotional exhaustion, intentions to leave, burnout, stress as well as bullying and incivility in the workplace.

The question arises, then, how employment that emphasises transactional employment relations can foster a culture of flexible working. Although literature discussed in this chapter has shown that flexible or agile working exists within legal organisations, many lawyers are reluctant to access these as they fear that they might be stigmatised. These fears are legitimate, with research findings illustrating that the legal sector values presenteeism and often reacts in punitive ways when individuals request FWAs.

Nonetheless there is some evidence by Thornton (2016b) that flexibility i-deals are exercised within law firms. However, this has not been explored further either within the legal employment relations literature nor within existing flexibility i-deal literature. Therefore, this study aims to extend the previous research on flexibility i-deals by examining the contextual factors that influence the successful negotiations of flexibility i-deals as well as the process of flexibility i-deal negotiations with regard to female E&W qualified lawyers in the UK.



## **Chapter 4      Theoretical Framework**

### **4.1. Chapter introduction**

The theoretical framework chapter is one of the most important chapters within research. Eisenhardt defined a theoretical framework as ‘a structure that guides research by relying on a formal theory (...) constructed by using an established, coherent explanation of certain phenomena and relationships’ (1991: 205). The theoretical framework is often described as the blueprint for the entire research project and influences the way knowledge is studied and interpreted. It serves as the guide on which to build and support the study, and also provides the structure to define the philosophical, epistemological, methodological and analytical approach of the research project. Therefore, without a theoretical framework, the structure and vision for a study may be deemed as unclear.

When reviewing the current literature on flexibility i-deals as well as the literature on employment practices within law firms, three key theoretical frameworks were consistently applied by researchers; namely, the social exchange theory (Blau, 1964), the human capital theory (Becker, 1964), and the social capital theory (Bourdieu, 1986). Nonetheless, previous research has established that the social exchange theory is not necessarily a suitable framework to apply when seeking to understand the concept of i-deals (Conway and Coyle Shapiro, 2015) and has recommended future research adopt an alternative theoretical framework (Liao et al., 2016).

Based on the findings and gaps established in the literature review, this chapter develops a theoretical framework that will guide the empirical aspects of the research study. This research contributes to the overall literature by addressing the research questions from solely the human capital (Becker, 1964) and social capital perspective (Bourdieu, 1986).

This chapter is divided into nine sections. The first section is the chapter introduction followed by the second section, which delves into a further understanding of the social exchange theory and the extent to which this theoretical framework is appropriate in the flexibility i-deal research field. The third section describes the social exchange relationship in a work setting, whilst section four exhibits the application of social exchange theory within the flexibility i-deals research field. Section five critiques the application of the social exchange theory in flexibility i-deal research, and section six outlines the numerous alternative theoretical frameworks that have been applied in the flexibility i-deal field. Section seven introduces the overarching theoretical framework of this study, emphasising how these theories enable the study to address the research questions. Section eight describes the theoretical contribution of this thesis, and the final section, nine, will provide a chapter summary.

## **4.2. Social exchange theory**

Early i-deal literature exclusively applied social exchange theory as an overarching framework (Rousseau, 2005; Hornung et al., 2008; Hornung et al., 2009; Hornung et

al., 2010). Social exchange theory is amongst the most influential conceptual frameworks for understanding workplace behaviour and can be traced back to one of the oldest theories of social behaviour (Homans, 1958). Academics have identified different models of social exchange, bridging disciplines such as anthropology (Firth, 2013; Fiske and Taylor, 1991), economics (Mahoney and Watson, 1993), social psychology (Gouldner, 1960; Homans, 1958; Thibault and Kelley, 1959; Foa and Foa, 1974), and sociology (Blau, 1964).

Although several researchers have discussed and contributed to the development of this theory (including Emerson (1962), Homans (1958) and Thibault and Kelley (1959)), Blau (1964) was the first researcher to use the term 'theory of social exchange' to describe his conceptualisation of social interaction as an exchange process (Chadwick-Jones, 1976).

The main purpose of the social exchange theory is to examine interpersonal exchanges that are not considered to be purely economic. According to Blau (1964), any interaction between individuals can be identified as an exchange of resources within and outside organisational structures and can be of a tangible nature, such as goods or money, or an intangible nature, such as friendships. Social exchange is therefore based on a belief that the exchange of social and material resources is a fundamental form of human interaction (Blau, 1964). Blau (1964) describes social exchange as entailing unspecified obligations: where an individual does another a favour, there is an expectation of some future return. The key emphasis is the element of reciprocity, which requires individuals to trust the other party to discharge

their obligations in the long run (Holmes, 1981). Trust and reciprocity are the two main underlying norms enabling the social exchange relationship (Blau, 1964; Gouldner, 1960).

### **4.3. Social exchange relationship in the work setting**

Blau's (1964) theoretical development of the social exchange has had a major impact on the organisational sciences (Rousseau, 1995; Settoon et al., 1996; Wayne et al., 1997). In fact, since an element of social exchange can be identified in most employment relationships (Shore and Barksdale, 1998), researchers have increasingly adopted this theoretical framework as a foundation for understanding organisational behaviour (Shore et al., 2004) as well as processes underlying employee attitudes and behaviours (Shore and Barksdale, 1998; Rousseau, 1995). Consequently, a notable use of the social exchange theory can be found in the research domain of psychological contracts (Rousseau, 1995) as well as i-deals (Rousseau, 2005).

### **4.4. Social exchange theory and i-deals**

Since the conceptualisation of the i-deal in 2001 by Rousseau and the subsequent growth of i-deal research, the social exchange theory has been the dominant theoretical framework (Bal and Rousseau, 2015). Nonetheless, it has been questioned whether the social exchange theory is a suitable framework for the

investigation of i-deals. Table 8 illustrates a list of flexibility i-deal research studies that have applied the social exchange as a theoretical framework and further highlights the researchers' rationale for applying the social exchange theory for the purpose of their study.

**Table 8 Flexibility i-deal research applying social exchange theory**

<b>Authors</b>	<b>Framework</b>	<b>Rationale for applying theoretical framework</b>
Ho and Tekleab (2016)	Social exchange Human capital Social capital	The authors depict human and social capital as representations of employees' power in relation to the organisation and the supervisor, respectively, and draw on social exchange and power-based arguments to examine how each of these sources of capital moderates the relationship between i-deal requests and receipt.
Hornung et al. (2008)	Social exchange	The authors argue that i-deals are expected to strengthen the employment relationship through reciprocity and opportunities for future exchange.
Hornung et al. (2009)	Social exchange	Not provided.
Hornung et al. (2011)	Social exchange	Not provided.
Hornung et al. (2014)	Social exchange	Social exchange is applied to explore its role with the organisation, supervisors and colleagues in the creation of i-deals as well as how i-deals, in turn, affect these relationships.
Lee and Hui (2011)	Social exchange	The authors examine employees' perceived insider status, a form of social exchange that occurs between the employee and the organisation in relation to the negotiation of ex-post i-deals. Through the series of exchange relationships, the workers who become members of the highly trusted in-group have greater latitude over duties and responsibilities. Those who become members of the out-group are often denied any special treatment that the in-group members enjoy. Just like the relationship with the supervisor takes time to build, it takes time to develop feelings of being an insider of the organisation.
Liu et al. (2013)	Social exchange Self enhancement	Not provided.

Ng and Feldman (2015)	Social exchange	The authors utilise social exchange theory to test three mediating processes between i-deals and voice: flexible work role orientation, social networking behaviour, and organisational trust. Four key tenets of social exchange theory were identified. These four tenets include (i) the norm of reciprocity is central to exchange relationships, (ii) successful relationships are sustained by the exchange of valuable resources, (iii) reciprocity is a generally universal exchange norm across cultures, and (iv) the number of resources exchanged is likely to change over time.
Rosen et al. (2013)	Social exchange	Drawing from the social exchange literature, Rousseau and colleagues (Rousseau, 2001; Rousseau et al., 2006) suggest that i-deals have the potential to influence employee attitudes and behaviour because they signal that the organisation is committed to maintaining a high-quality exchange relationship. Social exchanges are indicative of an employee–organisation relationship that is based on mutual contributions, trust and voluntary reciprocity (Rhoades and Eisenberger, 2002; Rousseau et al., 2009)
Rousseau et al. (2009)	Social exchange	Not provided.
Vidyarthi et al. (2013)	Social exchange	From a social exchange perspective, i-deals signal the organisation’s willingness to engage in the exchange of valued resources, and therefore translate into high employee ratings of perceived support from the organisation. The authors’ argument is consistent with the rule of rationality amongst other rules of social exchange that guide an individual’s choices and responses.

## 4.5. Critique of social exchange and i-deals

Although i-deal research is rooted in social exchange theory which, to date, is still the dominant theoretical framework applied in studying i-deals, critique of the application of social exchange theory has emerged and the application of alternative theories has been recommended (Liao et al., 2016). As described above, social exchange theory is based on two underlying norms: trust and reciprocity. However, research findings question the extent to which i-dealers reciprocate, therefore, the main reason for critiquing social exchange theory is because research findings on reciprocity were inconclusive.

For example, i-deals that reduce an employee's workload have been found to be negatively related to social exchange and positively related to economic exchange (Rousseau et al., 2009). Furthermore, research failed to illustrate a change in motivation where flexibility or reduced workload i-deals were negotiated (Hornung et al., 2009). These results suggest that social exchange theory arguments are insufficient in explaining the i-deal negotiation process. Conway and Coyle-Shapiro (2015) agree with this stance by arguing that the core premises of the social exchange theory – trust and reciprocity – are not fulfilled according to some of the i-deal research findings. The authors therefore suggest that the application of the social exchange theory is insufficient in revealing consistent outcomes and, therefore, offers only ambiguous predictions (Conway and Coyle-Shapiro, 2015).



Additionally, Rosen et al. (2013) discuss the fact that the reciprocity of an i-deal negotiation might not occur immediately but at an unknown time in the future, contradicting the fundamental premises of the social exchange theory. Furthermore, according to Liu et al., employers agree to i-deals as their employees are seen as deserving of this deal and 'signals to employees that they are special and worthy of employers' special treatment' (2013: 833). This argument contradicts not only the core definition of i-deals but also the core belief of the social exchange theory, where reciprocity is expected.

Research undertaken by Liao et al. (2016) acknowledges the predominance of the social exchange theory within the i-deal research realm and suggests that, in order to advance the understanding of i-deals, researchers broaden the explanatory framework to further enhance i-deal research. Liu et al. (2013) also critique the application of social exchange theory and suggest that, since the relationship between i-deals and performance has not been clearly demonstrated, alternative theoretical explanations be introduced to i-deal literature. Lastly, Hornung et al. (2008) reveal that i-deal research should involve more theory building as the dynamics of i-deals are shaped on contextual factors and work structures as well as organisational contexts.

These critiques of the application of social exchange theory when investigating i-deals have been taken into account and alternative theoretical frameworks have indeed been applied by researchers. The following section briefly outlines the theoretical frameworks that have been applied to flexibility i-deal research, followed

by a discussion about why human capital (Becker, 1964) and social capital (Bourdieu,1986) theories are used as the overarching framework for this study.

#### 4.6. Alternative theories applied within flexibility i-deal research

**Table 9 Alternative theories applied within flexibility i-deal research**

<b>Authors</b>	<b>Framework</b>	<b>Rationale for applying theoretical framework</b>
Bal and Boehm (2019)	Contagion theory	<p>The authors introduce contagion theory (Barsade, 2002) to explain the ways in which the positive effects that employees experience after obtaining i-deals translate into higher satisfaction amongst organisational clients.</p> <p>Through integrating contagion theory with the i-deals and diversity literatures, the authors show that i-deals may have benefits for the internal and external environment through demonstrating how i-deals reduce exhaustion and thereby contribute to collective commitment and customer satisfaction.</p> <p>Thus, contagion theory is important to reveal that i-deals do not just serve individualistic purposes but may also have more widespread positive effects for others in the workplace.</p>
Bal et al. (2012)	Personality development theory	<p>Based on personality development theory (Caspi, Roberts and Shiner, 2005), the authors expect that i-deals will be beneficial in motivating employees to continue working after retirement.</p> <p>Possibilities for employees to negotiate i-deals can enhance their motivation to continue working, because these deals can be adapted according to workers' individual needs and wishes.</p>
Erden Bayazit and Bayazit (2019)	Resource theory	<p>The authors suggest that 'alternative perspectives to that of resource theory are needed for understanding the complex relationships between FWAs and work– family conflict' (Allen et al., 2013: 360-361).</p> <p>The authors propound that resource theory arguments would be more valid if it</p>

		<p>takes into account the socio-political and socio-cultural environment within which employees try to achieve flexibility and benefit from it.</p> <p>According to resource theory, flexibility helps employees optimise the allocation of resources such as time, attention and energy between work and family domains (Edwards and Bagozzi, 2000).</p>
Ho and Tekleab (2016)	<p>Social exchange theory</p> <p>Human capital theory</p> <p>Social capital theory</p>	The literature in human capital and social capital provides a coherent, systematic foundation on which to map employees' sources of power and capital. The findings emphasise the need to explore factors that explain why some (but not other) employees receive i-deals.
Kelly et al. (2020)	Conservation of resource theory (COR)	Drawing on COR theory (Hobfoll, 1989), the authors argue that employees may apply schedule-flexibility i-deals as a bridging resource to achieve a gain spiral of resources and improved work and home outcomes.
Las Heras et al. (2017a)	Perspective-taking theory	Building on perspective-taking theory (Galinsky et al., 2008), the authors show that supervisors' caregiving commitments are positively linked to subordinates' schedule i-deals, which, in turn, contribute to enhanced satisfaction with work-family balance and lower turnover intentions.
Las Heras et al. (2017b)	Work-home resources (W-HR) model, which builds on Hobfoll's (1989) COR theory	Not provided. The authors argue for introducing the W-HR model and COR theory in the i-deals literature as novel perspectives from which to explore their model.
Lee and Chung (2019)	Work-adjustment theory (Baltes et al., 1999)	Not provided.
Liu et al. (2013)	Social exchange and self-enhancement approach	The self-enhancement approach suggests that i-deals lead to improved employee outcomes by enhancing the self. Employees who seek self-enhancement want to view themselves in the most positive light, through their actions, traits and attitudes (Pfeffer and Fong, 2005).

Ng and Lucianetti (2016)	Trait-situation interactionist perspective	<p>The authors introduce a trait-situation interactionist perspective (Tett and Burnett, 2003), that is, that the dispositional influences of motivational goals on one's i-deal experiences depend on contextual factors such as the perceived number of co-workers' i-deals.</p> <p>This study seeks to provide direct evidence that employees' motivational goals, especially achievement and status-striving, are related to the level of i-deals they received. This study also shows that motivational goals related to job behaviour are connected to the mediating effects of employees' perceptions of the i-deals received.</p>
Ostrom et al. (2016)	Self-enhancement and time perspective	<p>The authors introduce two new theoretical perspectives on how i-deals may relate to employability, namely a self-enhancing perspective (Liu et al., 2013) and a time perspective (Bal et al., 2010).</p> <p>Self-enhancement perspective proposes that i-deals for task and work responsibilities elicit positive self-perceptions (Liu et al., 2013). A time perspective proposes that, when workers negotiate i-deals, they may perceive more work-related opportunities in the future.</p>
Wang et al. (2018)	Social cognitive theory	<p>By linking social cognitive theory (Tierney and Farmer, 2004) and i-deals, the authors explore an internal motivational mechanism of these customised employment arrangements.</p>

## **4.7. Framework of the study – human and social capital theories**

### **4.7.1. Introduction**

In the literature review chapter, the research gaps and research questions have been outlined and defined. In the previous sections of this chapter, theoretical frameworks that have been applied in published flexibility i-deal research have been defined and their findings have been revealed.

The research questions are addressed within the context of UK law firms. Since the research contributes to the flexibility i-deal research by introducing an industry and profession that has not been previously studied in association with i-deals (Liao et al., 2016), it is deemed as important to reflect upon theoretical frameworks used within the law firm research realm that describe the employment context. Developed by Becker (1964) and Bourdieu (1986) respectively, this research applies the human capital and social capital theories. These theories highlight the significance of human capital for entry into law firms and women careers as well as – when discussing the importance of status – power and leadership and the magnitude of social capital to identify the intangible aspects that contribute to joining the profession such as networks (Rolfe and Anderson, 2003), partnership promotion (Walsh, 2012) and client development (Wallace, 1999).

This section therefore aims to describe not only the importance of considering Bourdieu's (1986) notion of social capital and Becker's (1964) notion of human capital to understand the complexities of employment within the legal sector, but also how these theories can be applied as the overarching framework to further study these research questions. Both forms of capital have repeatedly been presented in the research of law firms and women careers and are seen as pivotal considerations when conducting research into legal firms. Furthermore, the application of these theories elaborates on Ho and Tekleab's (2016) research study that applies the human and social capital theories within the field of i-deal research.

The next section of this chapter aims to provide a detailed definition of both human capital and social capital theories and their importance to the research fields of law firms and i-deals.

## **4.7.2. Social capital theory and its significance in the law context**

### **4.7.2.1 Social capital**

The first systematic analysis of social capital in its contemporary form was introduced by Pierre Bourdieu and has been developed extensively by scholars such as James Coleman, Robert Putnam and Alejandro Portes. Since its development, social capital has been applied to a variety of social, political and economic studies.

Bourdieu describes social capital as ‘the aggregate of the actual or potential resources which are linked to possession of a durable network of more or less institutionalised relationships of mutual acquaintance or recognition’ (1986: 249). This means that social capital is an individual asset, which becomes capital only by virtue of social exchanges (Bourdieu, 1986).

Considering Bourdieu’s (1986) definition of social capital, trust is the main component of this theory (Arrow, 1972; Coleman, 1988; Ostrom, 2009; Putnam, 2001; Fukuyama, 1995). Putnam (2001) argues that social capital is related to the level of trust that exists in the community or group. Ostrom and Ahn (2003) further discuss how social capital incorporates factors of trust and norms of reciprocity that have been omitted in the classical approach of economic studies. It is difficult, however, to determine whether trust is an element, a cause or an outcome of social capital. Putnam (2001), for example, sees trust as a source of social capital whereas Fukuyama (1995) identifies trust as an outcome of social capital.

#### **4.7.2.2. Social capital in law firms**

Lawyers’ professional outcomes can be understood through the lens of social capital theory. Research undertaken by Ashley and Empson (2013) describe that the obtainment of social capital is of importance in the legal sector, even prior to joining the profession. They argue that less privileged students may be compounded by a lack of social capital, which has an impact both on an individual’s ability to access a career within the sector and the likelihood that they should aspire to do so (Ashley



and Empson, 2013). Furthermore, the authors argue that access to a range of formal or informal social networks provides a clear advantage, implying that social capital within the legal sector is imperative prior to the recruitment stage.

Research has also identified the importance of social capital within the legal sector when it comes to career progression. Kay (1997), for example, states that social capital allows individuals to build successful careers, but that a lack of this resource prevents lawyers from succeeding. Kay and Hagan further argue that, within law, social capital is 'crucial to advancement' (1999: 542). Dinovitzer et al. (2009) have identified that junior lawyers in particular often seek to develop social capital with high-ranking partners within their firms. Partners have the ability to advise and mentor junior lawyers on work and non-work-related matters, and are in the position to communicate junior lawyers' abilities within the firm and, thus, promote reputations.

Other academics assess that the significance of social capital through a broader networking span results in higher extrinsic career rewards, including career advancement and greater earnings (Kay and Wallace, 2009). Research finds that prestigious social networks are related to the likelihood of working in more prestigious fields of law (Heinz et al., 2005), so that the availability of social capital translates into higher earnings (Robson and Wallace, 2001).

Research conducted by Kay and Gorman (2008) as well as Kay and Hagen (1999) suggests that the lack of social capital can reduce partnership promotion chances by

a third. This third covers benefits reaped through 'time-dependent social capital' (Kay and Hagan, 1999: 532), extensive involvement in professional activities and through client networks (Kay and Hagan, 1998). The lack of social capital. Partner selection and promotion is also believed to depend upon billable hours and legal expertise as well as lawyers' relationships with senior partners (Wilkins and Gulati, 1998). The number of professional activities and client development undertaken are also believed to impact partner promotion (Noonan and Corcoran, 2004).

#### **4.7.2.3. Gender and social capital in law firms**

Networking, which is a form of social capital and power, is believed to assist individuals to understand unwritten rules and procedures within an organisation (Ibarra, 1993). According to Seibert et al. (2001) and Ibarra (1993) effective networking positively influences career success and is associated with increased salary, promotion, and career advancement.

Research indicates that social capital and in particular networking is important to women's careers (O'Neil et al., 2011; Vinnicombe et al., 2004). Networking enables women who operate in a male-dominant organisation to share experiences and information with other women (Cross and Armstrong, 2008). Ibarra (1993) argues that women networks are often informal whilst networks men participate in are formal.

O'Neil et al. (2011) further argue that women's networks can be advantageous for the individual as well as the organisation. On the individual level, women's networks are believed to enhance career paths and increase the percentage of women in leadership roles. Further, Pini et al. (2004) state that women's networks support individuals learning, foster a collective identity, and reduce feelings of isolation. Cross and Armstrong (2008) state that women's networks allow for the transfer of experience and knowledge amongst women. On an organisational level, women's networks enable women to become strategic partners in the organisation (O'Neil et al., 2011). Further, Vinnicombe et al. (2004) describe women's networks as benefitting organisations by increasing retention of qualified women, enhancing corporate reputation and contributing to organisational learning. It is of importance to highlight that these benefits are dependent on network members and other members of the organisation valuing these networks, as negative perceptions of the value of women's networks is unlikely to contribute to the career advancement of women (Pini et al., 2004). In addition, women's increasing participation in informal network and the inaccessibility of these due to their informality is believed to explain the lack of career advancement by women (Ragins et al., 1998).

Studies have found that social capital can be gendered within the legal profession (Kay and Hagan, 1998) and that limited social capital is identified as a cause of inequality. For instance, it has been argued that socialising with senior lawyers in both work and non-work settings can improve lawyers' chances of promotion. Wass and McNabb (2006) state that the introduction of new clients, marketing the firm's services and generally developing the business potential of the practice are perceived as important in order to be considered for promotion. Dinovitzer et al.

(2009), however, found that women are less likely than men to engage in social activities, since these activities tend to take place outside normal working hours and are often geared towards male-oriented social pursuits (Sommerlad and Sanderson, 1997). These findings have been supported by O'Neil et al. (2008) who state that the segregated nature of organisational networks is the main cause for women to be excluded from important connections and conversations. Research findings by Walsh (2012) highlight that the lack of pursuit of these relational skills impacts women's chances of promotion to partnership. Considering all of these research conclusions, women lawyers operate in an environment that puts them at a disadvantage when it comes to promotional opportunities.

Evidence has also shown that men are more likely than women to find mentors amongst senior lawyers and sustain relationships with them (Epstein et al, 1995). Additionally, Bourdieu (1984) identifies that women's networks are often more limited than men's, with Moore and White (2000) adding the point that this is particularly the case at the start of their careers. Women may thus be excluded from social networks and therefore lack the kind of social and cultural capital that embodies men's experiences in law firms (Sommerlad and Sanderson, 1997).

Current research has acknowledged that women's networks are important to women's career advancement. O'Neil et al. (2011) suggest that further research needs to be undertaken in understanding women's social capital as well as organisational career structures such as alternative career paths and FWA's can be strategically used to advance women's careers.

### **4.7.3. Human capital theory and its significance in the law context**

#### **4.7.3.1. Human capital**

Human capital theory has been widely accepted and discussed within the fields of many sectors and industries, including education. Developed by Gary Becker, human capital is defined as 'activities that influence future monetary and psychic income by increasing resources in people' (Becker 1994: 11). Human capital is, then, a sum of innate or acquired knowledge an individual has. This knowledge is believed to contribute to the individual's level of productivity in the labour market.

The human capital theory describes education and training as the two most important components of human capital. Scholars agree that human capital can be built through training and/or education (Bontis, 2002; Dakhli and De Clercq, 2004; Ram et al., 2007) and is seen as an investment that can generate skills in the labour market (Nee and Sanders, 2001). It is of importance to highlight however that the education and training acquired are even more of value if these are relevant to the career in question. Research findings by Ucbasaran et al. (2008) indicate that specific human capital is more rewarding than general human capital. Lastly, the accumulation of education, training, development and skills positively correlates to increased earnings (Becker, 1964).

Becker established the theory on human capital in 1964. Since its first theorisation the definition of human capital has expanded. Whilst Becker's (1964) definition was widely cited as early pioneer for the understanding of human capital with the firm believe that individuals incomes is determined by their level of education/knowledge and work experience, more recent definitions of human capital argue that individuals' personality influences their level of human capital (McCarthy and Leavy, 1998). Furthermore, authors such as Cooper et al. (1994) and Cressy (1999) include socio demographic characteristics to understand human capital and state that age, gender and race should be considered as human capital variables. This thesis encompasses these perspectives of human capital and considers age and gender as a component of human capital.

Having briefly described the human capital theory, it can be understood that the acquisition of human capital is a source of sustained competitive advantage to organisations (Snell et al., 1996). This means that, in a competitive labour market, human capital can be a competitive advantage to both the individual possessing the human capital and the firm that employs the individual

#### **4.7.3.2. Human capital and lawyers**

Human capital is commonly acknowledged as an important asset for career development (O'Neil et al., 2008) and has been described as being imperative in the employment cycle of lawyers. Rolfe and Anderson (2003) argue that human capital is crucial in the recruitment of trainee solicitors, and identifies four key factors where

law firms illustrate this: high A-level grades, attendance at a Russell Group university, strong academic performance and law firm work experience.

Sommerlad (2007) argues that law firms place an explicit emphasis on human capital and that intellect is a non-negotiable requirement for entry into the elite profession. In particular, the attendance at a Russell Group university is an important factor within law firm recruitment. According to the research findings by Rolfe and Anderson, law firms perceive applicants who attend Russell Group universities as 'better candidates' (2003: 317).

The importance of acquiring human capital can not only be seen during the recruitment process but also during the entire employment cycle. Once qualified, the SRA requires lawyers to submit a development plan and record on a yearly basis in order to renew their practising certificate (SRA, 2020). Law firms also require lawyers to accumulate human capital through training and development initiatives, such as attending conferences, workshops and seminars.

Within law, human capital can be seen as a product of expertise, professional reputation and relationship with clients (Galanter and Palay, 1991). It is therefore not surprising that junior associates are seen as 'grinders' who do by far the greatest share of research and routine legal work (Nelson 1988; Spangler, 1986) and that specialism and expertise within a specific practice area arises through seniority. Therefore, seniority can be seen as an indicator of expert knowledge within law,

leading to the conclusion that those who are senior within law firms are not only powerful but also are more likely to negotiate flexible i-deals.

Within the women's career literature, the lack of human capital has been cited as the reason for women not to advance in their careers (Ragins et al., 1998). Research by Melamed (1995) for example shows that to be successful, women needed job-relevant human capital. The author argues that education is pivotal for increased salary level, and job experience is perceived as important to advance in managerial roles. In addition, Melamed (1995) argues that human capital factors are of higher importance for women careers than in mens careers.

#### **4.7.3.3. Human and social capital theory in flexibility i-deal research**

Within the i-deal research field, Ho and Tekleab (2016) have sought to apply human capital and social capital theories to address their research questions. The authors argue that, by adopting a social exchange and power perspective, their research may address whether or not individuals with more capital are more likely to have their i-deal requests fulfilled. Ho and Tekleab (2016), thus, seek to examine employees' power in relation to two other critical constituents in the i-deal-making process.

The authors state that human capital is critical to the firm's competitive position and, therefore, adds to employees' power when bargaining for i-deals. In addition, Ho and



Tekleab (2016: 6) state that social capital 'derives not from individual personal characteristics but from their relationships with others'. In the research paper, the authors argue that both types of capital serve as sources of employee power, indicating the more capital the individual possesses, the more power the employee is able to exercise.

In their study, Ho and Tekleab (2016) measured human capital by employees' industry experience and gender, and social capital as the LMX relationship. They also investigated developmental i-deals, financial i-deals, task i-deals and flexibility i-deals. Their findings reveal that industry experience did not moderate the link between an i-deals request and receipt, and that gender did not moderate the link between an i-deals request and receipt. Additionally, the research findings illustrate that LMX moderated the request-to-receipt relationship for overall i-deals.

#### **4.8. Theoretical contribution of applying human and social capital theories**

As described in the literature review chapter, i-deals vary in scope (Rousseau, 2005). I-deal literature has identified financial i-deals, task i-deals, workload i-deals, development i-deals and flexibility i-deals (Bal and Rousseau, 2015). The research by Ho and Tekleab (2016) revealed findings on task i-deals, financial i-deals, developmental i-deals and flexibility i-deals, specifically. As early i-deal research findings have illustrated, outcomes on i-deals vary depending on the i-deal construct that is being studied. It should be highlighted that this research study focuses solely

on flexibility i-deals. A contribution to the research is therefore to study the human and social capital theories in relation to flexibility i-deals and reveal findings based on these theories only. The contribution made by applying human and social capital theories is fourfold:

Firstly, i-deal literature consistently discusses the extent to which structural factors influence i-deal obtainment and outcomes (see Liu et al., 2013). Whilst it has been argued that employment structures influence i-deal obtainment and outcomes, i-deal research has not yet applied theoretical frameworks to the employment structures that enable the creation of flexibility i-deals. Therefore, the first contribution that applying human and social capital theories makes is that they build on the research questions and hypothesis formed in this thesis, which are also aligned with the employment structure within law firms. Therefore, the theoretical framework serves the research question of this study but can also be applied as a continuation of previous research on law firms.

Secondly, although Ho and Tekleab (2016) have already applied human and social capital theories to i-deal studies, the authors apply these theories in combination with the social exchange theory. Therefore, applying both capital theories without the mediation of the social exchange theory is a nuance within the field of flexibility i-deal research.

Thirdly, by applying human and social capital theories, Ho and Tekleab (2016) reveal that all i-deal dimensions except flexibility i-deals positively predict job satisfaction

and affective commitment, whilst only developmental and task i-deals negatively predicted turnover intention. These outcomes contrast with other i-deal research results, as has been discussed in detail in the literature review chapter.

Fourthly, Ho and Tekleab (2016) examined three moderators that represent employees' human and social capital, and suggest that future research should include a more comprehensive list of moderators in order to fully represent all forms of capital. With human and social capital as a theoretical stance, this research seeks to contribute to empirical knowledge by applying a methodology that enables the identification of a comprehensive list of contextual factors that facilitate or hinder the request for and receipt of i-deals (Ho and Tekleab, 2016).

#### **4.9. Chapter summary**

This chapter sought to identify an adequate theoretical framework for this research study. It was described that, although social exchange theory has been predominantly applied when analysing i-deals since it was first introduced to WOP literature in 2001 (Rousseau, 2001), research has yet to reveal findings on the reciprocal relationship between successful i-deal negotiations and outcomes. Having reviewed social exchange theory and the rationale for excluding this theory when addressing the research questions of this thesis, this chapter exhibited alternative theoretical frameworks i-deal researchers have applied in their quest to study the relationship between flexibility i-deals and outcomes. Whilst researchers are responding to the requests of Bal and Rousseau (2015) and Liao et al. (2016) to

diversify the theories applied to i-deal research, the numerous frameworks that have been applied so far are not deemed as adequate for this research study as it eludes the research context. Although researchers have delved into identifying research outcomes of flexibility i-deals by applying alternative theories such as self-enhancement theory, perspective-taking theory and COR theory, the fundamental constructs of these theories are not deemed to be appropriate for the research questions of this study.

I-deal research emphasises the importance of the employment context, and since this study investigates the employment relationship of lawyers it is believed to be of importance to investigate not only theoretical frameworks that have been applied within the i-deal research field but also within the law firm research field.

Reviewing the theoretical frameworks within both the flexibility i-deal and law firm research realms and aligning these to both research questions confirm that the combination of human capital and social capital theories is a suitable overarching theoretical framework for this study.

## **Chapter 5      Research methodology**

### **5.1. Chapter introduction**

This chapter outlines the research methodology and design employed to answer the research questions. The main aim of this chapter is to outline and justify the selected research method and illustrate that it will be an effective method for the investigation of this research study. Johnson et al. (2007) state the choice of the right methodological tool is imperative as it informs the research results. It is, therefore, hoped that this chapter will highlight how the chosen methodology will best interrogate the research questions of this investigation as well as provide an overall understanding of its philosophical positions. Furthermore, it is believed that research without a robust methodological stance is unreliable (Baur et al., 2014).

This section of the thesis will commence by describing the researcher's philosophical position. Understanding the researcher's philosophical stance is vital as it influences the research approach and research design that is applied for the purpose of this study. Once the philosophical position, research approach and design have been outlined, the chapter then highlights the specific research strategies that have been chosen that complement the philosophical position, research approach and research design. It will then further describe the specific data collection methods used and explain how the data has been analysed. Ethics has been considered throughout the research and therefore a section on this chapter occupies itself with ethical considerations. Lastly, a summary is provided to conclude this chapter.

## 5.2. Philosophical position

Research strategies are embedded within the broader framework of a researcher's philosophical perspective, also referred to as a paradigm. It is therefore of importance to elaborate on the researcher's philosophical perspective prior to further understanding the rationale behind choosing the research approach, research strategy and research design that has been applied.

The philosophical approach or research paradigm consists of ontological and epistemological assumptions which can also be seen as world views. Morgan defines a paradigm as 'shared belief systems that influence the kinds of knowledge researchers seek and how they interpret the evidence they collect' (2007: 50). Quantitative research is typically associated with the positivist paradigm whereas qualitative research is often associated with the interpretivist assumption (Hussey and Hussey, 1997).

This research aims to investigate the contextual factors influencing flexibility i-deal negotiations as well as the flexibility i-deal negotiation process concerning female E&W qualified lawyers in the UK. Since the research is seeking to apply an explanatory sequential mixed methods approach, a pragmatic research paradigm is applied. This allows for this study to employ a research design and research strategy that is consistent with the explanatory sequential mixed methods research approach.

Scholars such as Murphy (1990), Patton (1990) and Rorty (1999) have brought pragmatism to the forefront of the paradigm war discussion. Pragmatism is referred to as a 'reactive debunking philosophy' (Nielsen, 1991: 164) and a 'deconstructive paradigm' (Tashakkori and Teddlie, 2003: 713) that demystifies the paradigm war. Tashakkori and Teddlie see pragmatism as the pacifist of the paradigm war since it rejects the 'either-or' choices associated with it (1998: 5). As a result of pragmatism, scholars are not required to choose between epistemological and ontological assumptions. This means that scholars who apply a pragmatic approach to research reject that one should choose between either positivism or interpretivism with regards to methods, logic and epistemology. The main focus within pragmatism is to emphasise 'what works as the truth' when seeking to answer the research question (Tashakkori and Teddlie, 2003: 713). This means that, within pragmatism, the researcher is led by the research question and not dictated by philosophical assumptions and continuums (Tashakkori and Teddlie, 1998; Creswell, 2009).

The pragmatic emphasis on identifying 'what works as the truth' fosters a platform of philosophical flexibility that provides freedom of choice when it comes to the application of the approaches available in order to understand the research problem, such as methods, techniques and research procedure. Therefore, through this flexibility, a pluralistic approach can be used to derive knowledge about the research problem. A pluralistic approach to derive knowledge implies that the level of complexity of the research question requires more than one method to be applied by the researcher in order to successfully answer to the research question. The use of a pluralistic method approach is also referred to as the mixed methods approach, which is the approach used in this research study.

Pragmatism has received attention and discussion with regard to the paradigmatic and philosophical foundation of mixed methods research (Tashakkori and Teddlie, 2003; Greene, 2008). The application of pragmatism enables the mixed methods researcher –often referred to as pragmatically orientated theorists – to use multiple methods, different worldviews and different assumptions as well as different forms of data collection and analysis. In fact, a number of scholars encourage the application of pragmatism when applying mixed methods research. Tashakkori and Teddlie (1998) outline that pragmatism is a philosophical underpinning for mixed methods studies as it provides a single paradigm that philosophically embraces the use of mixed methods research as well as provides a foundation for mixed methods research. Additionally, Greene identifies pragmatism as a ‘leading contender for the philosophical champion of the mixed methods arena’ (2008: 8).

To fully comply with the components of an explanatory sequential mixed methods approach, and to ensure that all elements of the methodology of this research are interconnected, the correct philosophical foundation needs to be chosen. For the purpose of this research, the application of a pragmatic philosophical stance is seen as necessary to ensure not only the feasibility of answering the research question but also provide robust research. The following sections of this chapter will further outline the research approach applied to this study.



### 5.3. Research approach

The research approach centres on whether the research is grounded on deductive or inductive reasoning. The former occurs 'when the conclusion is derived logically from a set of premises, the conclusion being true when all premises are true' whereas with the latter 'there is a gap in the logical argument between the conclusion and the premises observed' (Ketokivi and Mantere, 2010: 330).

Whilst, from a pragmatist's perspective, one is not bound to either a deductive or inductive approach, this research seeks to adopt a deductive research approach commonly used in social research (Saunders et al., 2015). Deductivism is a highly structured methodological approach used for the collection and analysis of empirical data (Neuman, 2006). It allows the researcher to test theoretical propositions deductively, usually on the basis of statistical analyses of the data (Easterby-Smith et al., 2009). Creswell and Plano Clark outline that the deductive researcher 'works from a theory to hypotheses to data to add to or contradict the theory' (2007: 23). This implies that the researcher first analyses theoretical ideas and what is already known in the research realm from which to deduce a fresh hypothesis or research question. The main aim of deductive theory is to test and verify a theory rather than develop it (Creswell and Plano Clark, 2007). Thus, the data collection is driven by the theory and the hypotheses deduced from it (Bryman and Bell, 2015). The theory, therefore, becomes a framework for the entire study, an organisational model for the research questions or hypotheses and for the data collection procedure (Creswell and Plano Clark, 2007).

As outlined in the theoretical framework chapter of this thesis, human capital theory (Becker, 1964) and social capital theory (Bourdieu, 1986) will be applied to investigate the research phenomenon. Since the human capital theory and social capital theory is applied as a theoretical foundation of this research, the research questions, hypotheses and data collection procedures are deduced from the gaps in current literature as well as the theoretical framework. By applying the combination of these theories as an overarching framework and using an explanatory sequential mixed methods approach, this research first collects survey data of E&W qualified lawyers in the UK to understand the contextual factors influencing flexibility i-deal obtainment. After the quantitative data analysis, the research then seeks to further answer the research questions by carrying out one-to-one semi-structured interviews. The aim of conducting semi-structured interviews is to gain a greater understanding of the quantitative results. Thus, the application of pragmatism as a philosophical stance and deductivism as a research approach is believed to enable the accurate answering of the research questions.

#### **5.4. Previous research in flexibility i-deals**

The concept of the i-deal was introduced by Rousseau in 2001 and over the last ten years in particular has received an increased interest from WOP scholars. I-deal scholars have predominantly applied quantitative strategies to investigate the research problem. Whilst quantitative research is used to develop and test theory-driven hypotheses and facilitates the understanding of probable cause and effect, a number of scholars have voiced their concerns over the design of i-deal research.

Lukács argues that positivism reduces qualities to quantities that ‘can be calculated’ and reifies human activities (1971: 88). This section of the chapter discusses the research design, sampling, data collections, measurement and data analysis of quantitative flexibility i-deal studies to serve as a foundation for understanding the commonly used methods in the field.

As Table 10 illustrates, the majority of quantitative studies on i-deals are cross-sectional, where data was collected from a single source at one point in time. Although research studies in a couple of journal articles are longitudinal (Hornung et al., 2008; Ng and Feldman, 2015), the majority of flexibility i-deal research is persistently cross-sectional. The studies that used a longitudinal design, such as Hornung et al. (2008), had a robust sample specification that allowed the researchers to conduct the study over a prolonged period of time. As outlined by Liao et al. (2016), more longitudinal studies need to be undertaken in the field of flexibility i-deals, in particular when seeking to examine whether employees with flexibility i-deals are in a less advantageous position in the long run. Furthermore, researchers argue that the adaptation of a longitudinal design would provide a methodological shift that would provide more understanding on the short-term, medium-term and long-term effects of i-deals (Liao et al., 2016).

Access to the research population is an important factor to further understand why specific settings have been chosen for the purpose of the study. The paper by Hornung et al. (2008) outlines that the researchers were able to collect data from civil servants as part of a larger employment satisfaction survey. Elsewhere,

research by Las Heras et al. (2017a, 2017b) clearly describes that the researchers had access to their sample through non-academic contacts in El Salvador. Kelly et al. (2020) states that their sample was retrieved as part of a bigger project the researchers were collaborating on. Likewise, Bal et al. (2012) also highlights that their survey results were retrieved as part of a larger employment satisfaction survey. It can therefore be argued that the majority of scholars have had direct or indirect contacts that facilitated the choice of research setting and access to the research sample.

Authors of scholarly articles reviewed below used either online surveys (Las Heras et al., 2017a; Kelly et al., 2020; Ho and Tekleab, 2016; Oostrom et al., 2016), a pencil and pen survey (Vidyarthi et al., 2014; Bal et al., 2012; Wang et al., 2018; Liu et al., 2013; Hornung et al., 2008; Hornung et al., 2009; Hornung et al., 2011; Hornung et al., 2014), a web survey (Ng and Feldman, 2015) or a combination of both (Ng and Lucianetti, 2016) to collect the data. The online surveys were either part of a link sent to respondents via email or supervisors were able to forward the survey link to their direct subordinates in studies where dyads were analysed (for example in Ng and Lucianetti, 2016). Data collected through a pencil and pen survey were either carried out by researchers on site (Vidyarthi et al., 2014) or via internal mail (Hornung et al., 2008).

In the reviewed literature, the sample size is between 142 and 1083 participants. It can be argued that the sample size is an illustration of the sample strategy used within the studies. In the research carried out by Bal et al. (2012), for example, the

researchers had a robust sample strategy that allowed them to collect a large data set to test their research hypotheses. In contrast, research undertaken by Ng and Feldman (2015) recruited their research participants online through a survey site and received a much lower sample size of 201 in China and 265 in the USA. It is therefore believed that sample strategy, in particular access to the right research population, to an extent influences sample size.

Although there has been an increase in i-deal research, researchers such as Conway and Coyle-Shapiro (2015) outlined that i-deals have not been consistently measured. According to the authors, there is little agreement about how to measure i-deals, and little interest in full measurement validation studies. As the review below illustrates, different measures were used by scholars to measure flexibility i-deals. Scholars either follow the Rosen et al. (2013) measure or the Rousseau and Kim (2006) measure, which was later adapted by Hornung et al. (2008). According to Conway and Coyle-Shapiro, the indecisiveness regarding the measures used for i-deal studies poses a problem:

‘These issues are important because they suggest that the studies are measuring different constructs, capturing very different elements of the deal, and fundamentally are not fully consistent with i-deals definitions and therefore not valid proxies for i-deals’ (2015: 60).

As a result of the inconsistent definition and measures of i-deals, the authors conclude that i-deals should not be prescribed to organisations.

All studies reviewed provide a brief description of their sample as well as a correlation of their data. In order to test the theory-driven hypotheses, scholars used SPSS, AMOS or Mplus and relied upon confirmatory factor analysis (Las Heras et al., 2017a; Vidyarthi et al., 2014; Hornung et al., 2008; Hornung et al., 2011; Hornung et al., 2014; Ng and Feldman, 2012; Ng and Lucianetti, 2016; Wang et al., 2018; Liu et al., 2013; Ho and Tekleab, 2016; Bal et al., 2012), the structural equation model (Kelly et al., 2020; Hornung et al., 2009; Oostrom et al., 2016; Las Heras et al., 2017a; Las Heras et al., 2017b; Rousseau et al., 2009) or path analysis (Erden Bayazit and Bayazit, 2019; Bal et al., 2019).

As Table 10 below describes, flexibility i-deal research is international. Although early i-deal research was predominantly undertaken in Germany and the USA by leading scholars such as Hornung et al. (2008) and Rousseau and Kim (2006), i-deal scholars have sought to further address i-deals in different national contexts including India (Vidyarthi et al., 2014), Turkey (Erden Bayazit and Bayazit, 2019), China (Ng and Feldman, 2015; Wang et al., 2018; Liu et al., 2013), Italy (Ng and Lucianetti, 2016), El Salvador (Las Heras et al., 2017a; Las Heras et al., 2017b), Columbia (Kelly et al., 2020), Chile (Kelly et al., 2020), USA (Ng and Feldman, 2012; Ho and Tekleab, 2016) and the Netherlands (Oostrom et al., 2016; Bal et al., 2012).

In terms of industry, it can be depicted that, although a number of different industries have been addressed in the study of flexibility i-deals, there are no research findings focusing solely on professional service firms. Whilst research by Las Heras et al. (2017a; 2017b) encompasses the finance industry, research participants also

included individuals within the hospitality industry. The scholarly articles reviewed in this section combine research from the following sectors: media and entertainment (Kelly et al., 2020), information technology (Vidyarthi et al., 2014), public tax administration (Hornung et al., 2008), healthcare (Hornung et al., 2011; Hornung et al., 2014; Rousseau et al., 2009; Las Heras et al., 2017b; Bal et al., 2012) and higher education (Las Heras et al., 2017b). The majority of papers did not specify – or only vaguely defined the industry in which the research was undertaken and focus on individuals' i-deal receipt rather than the context or industry in which the i-deal was requested or negotiated (see Ng and Feldman, 2015; Ho and Tekleab, 2016; Erden Bayazit and Bayazit, 2019; Oostrom et al., 2016; Ng and Lucianetti, 2016; Wang et al., 2018; Liu et al., 2013).

**Table 10 Review of relevant quantitative studies**

Author(s) (year)	Country/region	Research design	Sample source	Sample specification	Industry	Data source	Final sample size	Response rate	Flexibility i-deal measure	Analysis method
Bal et al. (2012)	The Netherlands	Cross-sectional	Part of employment satisfaction survey	Employee and unit managers	Healthcare organisations	Paper and pencil survey	1083	54%	Hornung et al. (2008)	Confirmatory factor analysis
Bal et al. (2019)	Germany	Cross-sectional	Not specified	Employees from 175 units within the organisation across Germany	Public service organisation	Not specified	19,780	36%	Hornung et al. (2008)	Path analysis
Erden Bayazit and Bayazit, (2019)	Turkey	Cross-sectional	130 firms from various industries	White collar managers	Various industries	Not specified	227	Not specified	Hornung et al. (2008)	Path analysis
Ho and Tekleab (2016)	USA	Cross-sectional	University alumni graduates from 2001-2011	Not specified	Not specified	Online survey, email request	446	54.7%	Hornung et al. (2008)	Confirmatory factor analysis
Hornung et al. (2008)	Germany	Cross-sectional	Not specified	Civil servants	Public tax administration	Internal mail	887	58.7%	Rousseau and Kim (2006)	Confirmatory factor analysis
Hornung et al. (2009)	Germany	Cross-sectional	Part of an evaluation of a telecommuting programme	Supervisors managing telecommuting employees	Public tax administration	Internal mail	263	77.4%	Rousseau and Kim (2006)	Structural equation modelling
Hornung et al. 2011	Germany	Longitudinal	Not specified	Medical doctors	Hospitals	Internal mail	Time 1: 159 – 53% Time 2: 142 – 47.3%	30.3 repeating responders across two waves	Hornung et al. (2008)	Confirmatory factor analysis



Hornung et al. (2014)	Germany	Cross-sectional	Not specified	Clinical staff	Hospital	Internal mail	210 employees 21 supervisors	Not specified	Hornung et al. (2008)	Confirmatory factor analysis
Kelly et al. (2020)	Chile and Colombia	Cross-sectional	Collaboration as part of a larger research project	Not specified	Chile: Media and entertainment industry  Colombia: Health industry	Online survey via email	Chile: 64 supervisors 327 subordinates  Columbia: 30 supervisors 185 subordinates	Chile: 84% supervisors 64% subordinates  Columbia: 88% supervisors 85% subordinates	Rosen et al. (2013)	Structural equation model
Las Heras et al. (2017a)	El Salvador	Cross-sectional	Non-academic partners in the country	Full-time employees	Two large companies:  Finance industry  Hospitality industry	Online surveys	201 subordinates  76 supervisors	48% subordinates  6% supervisors	Rosen et al. (2013)	Confirmatory factor analysis
Las Heras et al. (2017b)	El Salvador	Cross-sectional	Accessed these companies through non-academic partners in the country	Not specified	A private higher education institution  Family-owned pharmaceutical company  Subsidiary of a bank headquartered in another Latin	Email	Case 1: 144 employees 39 supervisors  Case 2: 279 employees 81 supervisors  Case 3:	79% employees  67% supervisors.	Rosen et al. (2013)	Structural equation models

					American country		97 employees 22 supervisors			
Lee and Hui (2011)	China	Cross-sectional	Approval from both the CEO and (or) the HR manager in each company	Not specified	13 telco companies	Paper and pencil survey	T1: 360 T2: 289	T1: 100% T2: 80%	Rousseau and Kim (2006)	Confirmatory factor analysis
Liu et al. (2013)	China	Longitudinal	Not specified	Not specified	Not specified	Paper and pencil survey	208 employees 96 supervisors	Not specified	Rousseau and Kim (2006)	Confirmatory factor analysis
Ng and Feldman (2015)	US and China	Longitudinal	Not specified	Managers and professionals	Not specified	Online survey  US: Study Response Centre for Online Research  China: Global Market Insite, Inc	China: 201  US: 265	Not specified	Hornung et al. (2008)	Confirmatory factor analysis
Ng and Lucianetti (2016)	Italy	Cross-sectional	Not specified	82 managers from 59 organisations	Variety of industries (public and private)	Online electronic or paper surveys	406 matched responses  82 supervisors	Not specified	Hornung et al. 2008	Confirmatory factor analysis

Oostrom et al. (2016)	The Netherlands	Cross sectional	8 companies	Not specified	Not specified	Online survey	284	47%	Rosen et al. (2013)	Structural equation model
Rosen et al. (2013)	USA	Cross-sectional	Study 3: Students Study 4: Recruited from the Study Response service	Study 3: Undergraduate students Study 4: Full-time employees	Study 3: Higher Education students Study 4: Not specified	Survey at an on-campus research laboratory	Study 3: 280 Study 4: 196	Study 3: 80% Study 4: 94%	Rosen et al. (2013)	Study 3: Path Analysis Study 4: Confirmatory factor Analysis
Rousseau et al. (2009)	USA	Cross-sectional	Not specified	Clinical staff (nurses, therapists) Clerical staff (hospital administration) Technical staff (radiologic technicians, engineering) Support staff (dietary, security)	Hospital	Not specified	Time 1: 166 Time 2: 207	Time 1: 47.42% Time 2: 51.7%	Rousseau and Kim (2006)	Structural equation model
Vidyarthi et al. (2014)	India	Cross-sectional	Not specified	Software professionals/ computer engineers	Information technology	Paper and pencil survey	39 managers 207 employees 201 complete supervisor/ subordinate	84% employees 67% managers	Rousseau and Kim (2006)	Confirmatory factor analysis

							dyads			
Wang et al. (2018)	China	Cross-sectional	Not specified	Research scientists and analysts, upper-level office admin and other professionals	R&D but represent different industry sectors	Paper and pencil survey	177	73%	Rousseau and Kim (2006)	Confirmatory factor analysis
Lee and Chung (2019)	USA	Cross-sectional	Collected from corporate training centre participants	Not specified	Medical device company	Email	176	37.34%	Rosen et al. (2013)	Structural equation model

## 5.5. Revisiting the rationale for the research

Current i-deal literature propounds that a range of contextual factors influence the successful negotiations of flexibility i-deals. Although Rousseau (2005) outlined that i-deals are often granted to star performers and long standing employees. More recently, Bal and Rousseau (2015) outlined that flexibility i-deals are widely available and more common than at first thought. From this perspective, it was of interest to critically evaluate the extent to which flexibility i-deals are accessible.

This research aims to employ a critical perspective to further understand the formation of flexibility i-deals. It also aims to analyse the factors that influence the successful negotiation of flexibility i-deals amongst lawyers. The aim is investigating the extent to which contextual factors influence the successful negotiation of flexibility i-deals amongst female E&W qualified lawyers in the UK.

The research questions are as follows:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

**RQ2:** How are flexibility i-deals negotiated?

## 5.6. Methodological choice

Whilst interest in i-deal research has increased since its first development in 2001, scholars predominantly address their research questions by applying a positivist approach. Although a quantitative approach is subject to rigorous critique, Symon and Cassell (2006) argue that, within WOP, editors and reviewers prefer quantitative research. This perception discourages the application of broader methodologies within WOP research. The preference of quantitative research in WOP journals may be linked to i-deal research preference, ignoring inductive or abductive methodological orientations for studying i-deals. This aim of this thesis is to contribute to the i-deal literature by applying a different philosophical and methodological stance.

De Rond and Miller (2005) describe the 'publish or perish' principle that has become increasingly apparent within business schools over the last three decades. This principle argues that publishing serves as primary function to secure faculty members' tenure and promotion. Reviewers' preference of quantitative journal papers as well as academic institutions utilising quantities of publications as an indicator for tenure and promotion has led for many quantitative researchers to utilise a data set for multiple research journals and reinterpret the same data in different ways. Ethics Elsevier (2019) refers to this practice as 'salami slicing', where data from a single study is segmented in order to create different manuscripts for publication. According to Abraham (2000) this research practice is unethical as it creates a belief that the data is derived from a different sample. Likewise, Bryman

(2016) advises not to reuse data for interpreting other phenomena. Instances can be found where i-deal researchers have ignored this recommendation.

For example, Hornung, Glaser and Rousseau published research papers in 2008 and 2009 utilising the same data set. In the 2008 paper, the authors used a data set gathered from the public tax administration department in the German state of Bavaria to assess the contextual factors and consequences of idiosyncratic arrangements individual workers negotiated with their supervisors. In 2009, the authors used the same data set to investigate influences on supervisors' authorisation of i-deals and their evaluation of these arrangements. A similar practice can be identified by Hornung, Rousseau, Glaser, Angerer and Weigl in 2010 and 2011. The authors conducted research on i-deals for staff at a German hospital. In 2010, the data was used to reveal findings on contextual factors and consequences of task i-deals, but in 2011 the authors made use of the same data to assess the effects of the obtainment of i-deals on employee-orientated leader behaviour.

Additionally, table 10 shows that i-deal scholars apply the same data analysis tools and tests to analyse their hypotheses. SPSS and its supporting software AMOS are predominantly applied rather than utilising alternative statistical tools such as Statistica, R, Matlab, Minitab, SAS/STAT, SYSTAT and Stata.

Besides the replication of data sets and the utilisation of the same data analysis tools, Bryman (2016) argues that the reliance on instruments and procedures hinders the connection between research and everyday life. Bryman (2016) argues

that quantitative research relies heavily on administering research instruments to participants or on controlling situations to determine their effects. This observation will also be made in this thesis. Quantitative analysis required a serious amount of coding and recoding as well as the inclusion of dummy variables to obtain the desired outcome, raising questions on the truthfulness of quantitative research outcomes. If data can be adjusted and manipulated to receive the desired outcome then how ethical is the quantitative survey design and analysis?

Considering the above points, it will come as no surprise that quantitative research has been subjected to multiple criticisms by qualitative researchers. Zyphur and Pierides (2017) argue that quantitative research provides a too simplistic understanding of research, creating a static social world and providing findings on a surface level. This argument is supported by Blumer, who argues that quantitative studies that aim to bring out the relationships between variables omit 'the process of interpretation or definition that goes on in human groups' (1956: 685). Qualitative research therefore provides greater scope to investigate processes in social life and offers a holistic picture of research phenomena. Taking the criticisms of purely quantitative research into account, this research study aims to contribute to the existing i-deal literature by applying an explanatory sequential mixed methods approach. There are several advantages and disadvantages in applying a mixed methods approach to this research. The next section further highlights the rationale behind choosing such an approach for the purpose of investigating the research questions.



### 5.6.1. Mixed methods research

Mixed methods research emerged from the realm of management in the mid-1980s. Since its development, researchers have given this type of research a number of names, such as quantitative and qualitative methods, multi-methodology, synthesis and mixed methodology (Tashakkori and Teddlie, 2010). Seen as the third methodological or research paradigm,

'Mixed methods research is an intellectual and practical synthesis based on qualitative and quantitative research (...) It recognises the importance of traditional quantitative and qualitative research but also offers a powerful third paradigm choice that often will provide the most informative, complete, balanced and useful research results (Johnson et al., 2007: 129).

Johnson et al. continue to define mixed methods research as 'the type of research in which a researcher or team of researchers combines elements of qualitative and quantitative research approaches for the purpose of breadth and depth of understanding and corroboration' (2007: 123). Yin (2006) states that mixed methods research forces the methods to share the same research questions to collect complementary data whilst conducting counterpart analyses. Mixed methods research is therefore seen as advantageous when researchers seek to address complex research questions and collect richer and stronger evidence than can be accomplished by any single method alone (Tashakkori and Teddlie, 2010).

The mixed methods approach features a number of varying designs, namely convergent parallel, explanatory sequential, exploratory sequential, embedded, multiphase and transformative. This study uses the explanatory sequential mixed methods design.

### **5.6.2. Explanatory sequential mixed methods design**

Explanatory sequential mixed methods is a research design where strands of the study occur in chronological order. Firstly, quantitative data is collected and analysed before the researcher builds on the results of the quantitative research to collect qualitative data. Secondly, the qualitative phase is implemented for the purpose of explaining the initial results in more depth. The overall aim of the explanatory sequential design is to have the qualitative data help to explain in more detail the initial quantitative results (Creswell, 1999; Creswell et al., 2003). It is considered explanatory because the initial quantitative data results are explained further with the qualitative data. Quantitative results cannot only inform the sampling procedure, but it can also point toward the types of qualitative question to ask participants in the second phase. It is sequential because one method follows the other: quantitative data followed by qualitative data.

### **5.6.3. Explanatory sequential design procedure**

During the first step, the researcher designs and implements a quantitative approach that includes collecting and analysing quantitative data. In the second step, the researcher connects to the second phase by identifying specific quantitative results that call for additional explanation and uses these results to guide the development of the qualitative strand. This means that the qualitative phase depends on the quantitative results. In the third step, the researcher implements the qualitative phase by collecting and analysing qualitative data. Finally, the researcher interprets to what extent and in what ways the qualitative results explain and add insight to the quantitative results, and what is learned overall in response to the study purpose.

On a practical level, the use of the explanatory sequential mixed methods design provides some challenges. It is an extensive data collection activity which is time-intensive due to the nature of analysing both quantitative and qualitative results. Moreover, since the same pool of participants should be used in the quantitative phase as well as qualitative phase, it can be challenging to recruit enough participants who are willing to contribute to both phases.

There are also challenges on a theoretical level. Since the key idea of this research design is that the qualitative data builds directly on the quantitative data, it is of importance that the researcher is clear which quantitative results need to be further explained. However, identifying which quantitative results the qualitative schedule should follow up could pose issues for the researcher. Moreover, it can be a struggle

to adequately plan which quantitative results to follow up on and, thus, which participants to approach again for qualitative data in the second phase. The researcher must also choose the correct criteria for participant selection in order to capture the right audience for the research. On a technical level, it is also of importance that the researcher is confident in using both quantitative and qualitative statistical analysis tools such as SPSS and NVivo.

Neuman (2006) suggests that the use of the mixed methods approach helps to solve research issues and, as a result, helps to reach a more reliable and valid set of conclusions. Bryman and Bell (2015) emphasise that the combination of methods enhances the validity of conclusions because comparing results can generate mutual confirmation. There are several approaches and rationales for researchers to use that combine quantitative and qualitative research in a mixed methods manner, such as completeness, expansion, corroboration, compensation, diversity and complementarity. This research uses a mixed methods research design for the purpose of complementarity.

#### **5.6.4. Complementarity**

Rossmann and Wilson (1985) identified three functions or purposes for a mixed methodology: corroboration, initiation and elaboration – the latter relabelled as complementarity by Greene et al. (1989). With complementarity, findings from one dominant method are enhanced or elaborated through findings from another method. In a complementarity mixed methods study, ‘results from the different methods (...)

serve to elaborate, enhance, deepen and broaden the overall interpretation and inferences from the study' (Greene et al., 1989: 259). Complementarity is often used by scholars to increase meaningfulness, interpretability and validity constructs and yield results by both capitalising on inherent method strengths and counteracting inherent biases in methods and other sources (Greene et al., 1989). Within a complementarity purpose, methods are intentionally chosen or designed to measure different facets of the same complex phenomenon.

In this research study, the combination of qualitative and quantitative methods is used to measure overlapping but also different facets of the research phenomenon, yielding an enriched and more elaborate understanding. Complementarity has been applied in the data source, data collection and data analysis. The data source is quantitative and qualitative data obtained from E&W qualified lawyers throughout the UK. The data collection is both quantitative through surveys and qualitative through semi-structured interviews. Lastly, the data is analysed both quantitatively through SPSS and qualitatively through NVivo.

#### **5.6.5. Rationale for using the mixed methods design**

The application of the explanatory sequential mixed methods approach has enabled the investigation of the research questions of this thesis by drawing different conclusions from the qualitative and quantitative data. The combination of a survey design and case study design – which will be referred to in more detail later in this chapter – has provided a full understanding of the research problem in question.

Furthermore, the explanatory sequential mixed methods research has been chosen for this study because of its strength in drawing on both qualitative and quantitative research and minimising the limitations of both approaches.

So far, researchers seeking to investigate flexibility i-deals have applied either a qualitative or quantitative approach in investigating the research question. This type of single methodology approach used by i-deal researchers has garnered criticism from scholars including Liao et al., who argue that 'i-deal research can be further energised by considering more sophisticated study designs and embracing a wider range of research methods' (2016: 24). The authors continue their critique by declaring that i-deal research would benefit from the use of qualitative methods as these would be very useful when exploring when and why individuals choose i-deals over job crafting (Liao et al., 2016).

The application of a mixed methods approach, then, provides a unique contribution to the i-deal research field. The use of survey data followed by intensive semi-structured interviews from the survey pool sample allow for the research data to provide a greater understanding of – as well as add more breadth and depth to – the research question. Moreover, the use of both quantitative and qualitative data leads to a robust research enquiry with increased reliability, credibility and transferability. It is of importance that the survey strategy and case study strategy are integrated in the design and analysis through merging the data. It is also of importance that procedures for both quantitative and qualitative data collection and analysis are conducted rigorously.

Although there are several advantages to using the mixed methods research strategy, it needs to be highlighted that this type of research is more difficult to execute than studies limited to single methods. This is due to researchers needing to apply different types of data collection and analysis methods to ensure the data is corroborated.

## **5.7. Research strategies**

Research strategy refers to the general plan the researcher creates in order to answer the research questions. Through the eyes of a pragmatist, this research adopts a cross-sectional survey strategy and a case study strategy to answer both research questions, which are:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

**RQ2:** How are flexibility i-deals negotiated?

### **5.7.1. Survey strategy**

The application of a survey strategy enables the researcher to investigate the relationship between variables. According to Saunders et al. (2015), applying a survey strategy gives the researcher control over the research process. Furthermore,

the collection of data through a survey is a common method in business and management research (Saunders et al., 2015).

A survey is a system for collecting information from or about people in order to describe, compare or explain their knowledge, attitudes and behaviours (Fink, 2003). Surveys are commonly used in explanatory and descriptive research to collect data about people, events or situations (Hussey and Hussey, 1997).

The survey strategy is usually associated with a deductive research approach and allows the researcher to draw some conclusions from a sample group of relevant people about the characteristics, attitudes or behaviours of a particular population (Fowler, 2013). Self-administered questionnaires enable respondents to freely state their views in descriptive form. Survey results are reproducible, thus permitting a greater level of generalisability, as large audiences answer the same questions (Bryman, 2015).

#### **5.7.1.1. Rationale for choosing a survey strategy**

As technology evolves, electronic questionnaires are becoming increasingly prevalent (Baruch and Holtom, 2008). Online surveys are now widely used in social science research, as they enable a rapid connection with a large number of potential respondents (Eboli and Mazzulla, 2012). It is for this reason that this study has utilised a self-administered online survey.



Online surveys undoubtedly offer a faster turnaround time than surveys sent out and returned by post, especially in terms of the swiftness of an online response and the speed of analytics software. Though, researchers should be mindful of the time it takes to administer surveys and, if necessary, send out reminders to complete the survey. Moreover, to achieve a sufficiently high response rate, a researcher may choose to keep an online survey live for an extended period of time. For these reasons, the quick turnaround time of an online survey should not be taken for granted. However, the time-consuming effort made administering and promoting an online survey can reap the potential reward of receiving thousands of responses within hours (Sue and Ritter, 2012).

Deploying an online survey also provides economic advantages. Online surveys are believed to be the most economical means by which quantitative data from a large population can be collected who may be geographically dispersed (Sue and Ritter, 2012). Regarding this research study, an online survey has facilitated the collection of data from E&W qualified lawyers across the UK. In terms of economic advantages, Royal Holloway, University of London, where the author of this thesis is a doctoral student, provides Qualtrics software for data collection, so the use of online surveys for this study has not incurred any costs.

Web-based surveys are similar to other forms of self-administered surveys in that there is no researcher present and participants complete the questionnaire at their own pace. This format has been shown to be optimal for gathering sensitive information (Schaefer and Dillman, 1998). Lastly, the use of web-based surveys

ensures anonymity. As outlined within the information sheet, participants were ensured they would not be identified. Furthermore, no e-mail addresses were linked to the responses of this study's online survey, unless voluntarily provided.

This research has applied an online survey strategy. Through this strategy, a questionnaire survey was sent out in collaboration with the diversity and inclusion division of the Law Society to all lawyers registered in their network. The division initially sent out the survey link in their December 2019 newsletter. As over 90,000 lawyers are registered at the Law Society, it was believed that the use of this strategy was of benefit and would attract a response rate of at least 150 participants.

However, the response rate could only be an educated guess, as there was no software available that traces how many open the newsletter once it lands in their inbox, nor was it possible to detect the amount of time recipients spent reading the newsletter. Although potential participants may have been sent the newsletter, the reasons for not seeing the survey request are manifold: they may have not completed reading the newsletter and therefore missed the request, the newsletter may have been automatically flagged as unsolicited email and either deleted or sent to junk mail, or recipients may have intended to read the newsletter at a later stage but then forgot to do so. Sue and Ritter (2012) refer to this as the abandonment of the survey.

It was decided to send a survey link via the Law Society rather than approaching law firms individually to ensure that the data collected represents a diverse range of

lawyers in terms of personal characteristics and employment characteristics. Besides, since all E&W qualified lawyers are registered with the Law Society, it enabled the author of this study to send out one communication to all.

#### **5.7.1.2. Rationale for not choosing other quantitative methods**

Alternatives to online questionnaires include postal questionnaires, delivery and collection questionnaires or various types of interviewer-administered questionnaires such as those conducted by telephone or face-to-face (Saunders et al., 2015).

Online and postal questionnaires are both forms of the self-completed survey strategy. On average, postal questionnaires have a response rate of 30-50% (Saunders et al., 2015). They are considered low-cost and can be sent to large numbers of participants (Bryman and Bell, 2015). However, postal questionnaires can be subject to postal delays and thus there is a greater risk of missing data. Once the questionnaires have been received, data needs to be inputted manually into a statistics analysis software programme, which can be time-intensive.

Aside from the self-completed survey strategy, an interview survey strategy could also have been applied for the purpose of this research. The rationale for omitting this type of survey strategy is due to a number of reasons. Firstly, the use of interviewer-completed questionnaires are proven to be time-consuming and lengthy. Since the aim of this research was to obtain a minimum of 150 survey responses,

data collection via an interviewer-completed questionnaire would not have been feasible in the time frame given for the field work. Secondly, the use of interviewer-completed questionnaires omits anonymity of the research respondents. Thirdly, this type of survey strategy would have been too financially intensive.

## **5.7.2. Case study strategy**

### **5.7.2.1. Rationale for choosing a case study strategy**

Case studies focus on collecting information about a specific object– such as a particular business unit or organisation (Eisenhardt and Graebner, 2007). The idea behind a case study is that, in order to obtain a clear picture of a problem, one must examine the real-life situation from various angles and perspectives using multiple methods of data collection. Along these lines, one may define a case study as a research strategy that involves an empirical investigation of a contemporary phenomenon within its real-life context using multiple methods of data collection (Yin, 2009). It should be noted that case studies may provide both qualitative and quantitative data for analysis and interpretation.

Yin (2009) outlines that case studies can be a part of a larger mixed methods study, the advantage being that it allows the researcher to address broader or more complicated research questions than case studies alone.

Yin (2009) explains that, if the larger study is based on a quantitative analysis, the additional information acquired by the case study investigates in greater depth the experiences and conditions of individuals being surveyed. The interview questions for the case study might only be developed after the survey had been analysed, and the selection of cases might come from the pool of those questioned in the quantitative survey. This is also a prerequisite of an explanatory sequential mixed methods research.

The main limitation of using case studies as part of a larger mixed methods research is that its timing and direction may depend on the progress and findings of the preliminary quantitative study. Furthermore, the use of a case study strategy is believed to be time-intensive and demanding. However, a well-constructed case study strategy can also challenge existing theories and, thus, it can be seen as a vital source of new research questions (Saunders et al., 2015).

This study has used a multiple case study approach. Yin states that, compared with single case designs, 'the evidence from multiple cases is often considered more compelling, and the overall study is therefore regarded as more robust' (2014: 57). Eisenhardt and Graebner (2007) further state that, by making comparisons with several cases, multiple cases permit broader explanations for research questions.

Qualitative semi-structured interviews have been conducted for the case study strategy in this thesis. Qualitative research provides a unique tool for studying what lies behind or underpins a decision, attitude, behaviour or other phenomena (Ritchie

et al., 2013). The role of qualitative methods in seeking and providing explanations is widely recognised within a range of different epistemological approaches (Yin, 2014).

Semi-structured interviews are seen as particularly useful for research that focuses on the task to 'make sense of their [participants'] lives, work, and relationships' (Ragin and Amoroso, 2011: 122) and can often gather rich, descriptive data. Furthermore, semi-structured interviews are conversational and informal and allow respondents to disclose more information in a private environment.

The application of semi-structured interviews offers several other benefits, too. It allows for further exploration of the possible reasons for interviewees' distinct attitudes towards a particular phenomenon, and also provides the opportunity to delve into these areas by asking follow-up questions to the participant (Saunders et al., 2015). Furthermore, by interviewing participants who are experts or have knowledge of a particular phenomenon allows the researcher to gain a diverse range of perspectives (Eisenhardt and Graebner, 2007). Semi-structured interviews also enable the researcher to establish a relationship with the participants, thus making it more likely that they offer up sensitive information they would otherwise not divulge. which allows the researcher to work with new and critical data.

During this second stage of data collection – the qualitative research – semi-structured interviews were conducted with 23 lawyers who also participated in the research survey. The use of this qualitative research has allowed the author to make

sense of the lawyers' reality, to describe and explain their social world and to develop explanatory models and theories (Morse and Field, 1995).

### **5.7.2.2. Rationale for not choosing other qualitative methods**

As previously outlined, the majority of i-deal literature is quantitative in content and therefore theory-driven. The use of an explanatory sequential mixed methods design seeks to further investigate the gap in these quantitative research findings. To further form a picture of the interviewees' reality, it is crucial to apply a research strategy that can properly address the research questions. For this reason, the use of structured interviews was omitted because these use predetermined and identical questionnaires (Saunders et al., 2015). Whilst the predetermined and identical nature of the questionnaire schedule within structured interviews enables the collection of quantifiable data, for the purpose of this research it was vital that qualitative data be obtained in order to identify themes and concepts that could not be revealed through quantitative findings.

It was also decided that unstructured interviews would not be suitable for this research study. This is because the interview technique in an explanatory mixed methods design has a quest to fill the gap in the research findings of the quantitative phase of the research. As unstructured interviews are informal and usually explore a general area of interest rather than a targeted area, they were not deemed suitable for the core purpose of this research.

Focus groups were considered as a potential qualitative means of data collection. These consist of an informal discussion amongst a group of selected individuals about a particular topic (Wilkinson, 2004). Kamberelis and Dimitriadis describe focus groups as 'collective conversations' that are arranged to examine a specific subject (2013: 375). There are several advantages of using focus groups, such as enabling an in-depth understanding of the numerous interpretations of a particular issue, and providing rich and detailed information about feelings, thoughts, understandings, perceptions and impression of people (Stewart and Shamadani, 1998). However, the use of focus groups would have not been feasible for this research study because the participants, recruited through the Law Society, were not in one geographical location. Secondly, the participants in this research had different employment characteristics – some work in large firms and others in small- or medium-sized firms. This means their employment experience would most likely differ to a high-enough degree that it would impact the core principle and methodology of focus groups. As Liamputtong (2011) outlines, results may be better obtained from homogeneous focus groups and, crucially, from participants who share similar social and cultural backgrounds or have similar lived experiences. It is believed that, if participants from different backgrounds participate in one focus group, the openness and sincerity of the discussion would be impacted (Liamputtong, 2011).

## **5.8. Sampling strategy**

It is crucial that the sampling strategy is logically derived from the research questions and that it is explained in enough detail so that the rationale behind the sampling



choice can fully be understood. Since this study uses an explanatory sequential mixed methods approach, the sampling strategy needs to draw clear inferences from both the qualitative and quantitative data, and is influenced by the research questions. Finally, the sampling strategy should also be ethical, feasible and efficient. As has been previously outlined, the data for this research has been collected using survey case study strategies. This section outlines the data collection process applied to meet the purpose of these strategies.

### **5.8.1. Sample source**

Initially, the author attempted to gain research access to city law firms soon after the commencement of the PhD. However, contacting law firms individually did not prove to be an effective strategy. This resulted in shifting the approach of contacting individual law firms to contacting the Law Society, with the author requesting permission to send a survey link to all its members. Consequently, the society directors agreed to an initial meeting so that the author could outline the purpose of the research as well as the marketing strategy. A copy of the information sheet and consent form were sent to the society for review and two society directors then reviewed the questionnaire design and the interview schedule to gain a greater understanding of the research study which were immediately approved.

### **5.8.2. Explanatory sequential mixed methods sampling strategy**

As previously outlined, the explanatory sequential mixed methods approach takes the results from the first strand, which informs the methodology, and applies it to the second strand. For instance, if the research commences with quantitative data collection, the results from the quantitative strand influence the methodology subsequently used in the qualitative strand. Thus, sampling occurs at two points in this design – in the quantitative phase and in the qualitative phase.

The quantitative sampling in the first stage is a convenience sample followed by a purposeful sample in the second qualitative phase – which is common within mixed methods research (Tashakkori and Teddlie, 2003). Both sampling strategies are non-probability sampling strategies (Saunders et al., 2015). Individuals in the qualitative interview stage need to be the same as those who took part in the quantitative sample, since the intention of the design is to follow-up the quantitative results and explore these in greater depth. Therefore, participants who completed the quantitative questionnaire in the first phase were asked if they were interested in participating in the interview phase of the research; the ones who agreed were then screened. Screening was a crucial process in order to meet the brief of the research questions: this study seeks to understand the contextual factors of flexibility i-deal obtainment and the flexibility i-deal negotiation process. Therefore, it was of importance that a significant number of research participants had successfully negotiated a flexibility i-deal. The screening process also selected a range of junior,

mid-level and senior lawyers and partners so that an overall picture featuring diverse employment situations could be captured and analysed.

### **5.8.3. Survey sampling**

Within the convenience sampling process, the target population is selected on the basis of their availability and convenience. Convenience sampling is a method often adopted by researchers as it is the least time-consuming, most economical and the least complicated sampling procedure. It refers to the collection of data from a pool of respondents who are conveniently available to participate in the study.

Convenience sampling is a type of non-probability sampling method. Probability methods and non-probability methods are differentiated by whether members of the population have a chance or probability of selection. Probability sampling means each person has a known, non-zero chance of being selected, but with non-probability sampling, the possibility of any member of the population being selected is unknown (Saunders et al., 2009). Non-probability sampling, therefore, does not enable statistical inferences to be made about the characteristics of the population.

Daniel (2012) outlines four main steps in selecting a convenience sample:

- Defining the target population

- Identifying convenient ways to recruit and select available participants in the target population
- Determining the sample size
- Selecting the targeted number of population elements

Within this research, the target population is defined because the focus is on investigating the contextual factors influencing flexibility i-deal obtainment and the flexibility i-deal negotiation process amongst E&W qualified lawyers in the UK. Therefore, the target sample were lawyers qualified in the E&W jurisdiction. The participants of this research were selected on a self-selection basis. This means that all E&W qualified lawyers received the newsletter from the Law Society. Those who read the newsletter and chose to participate in the research selected themselves to be participants of this research study. The minimum sample size was set at 150 participants.

#### **5.8.4. Case study sampling**

For the case study selection, a purposive sampling technique has been applied, meaning that the participants were not selected at random but purposively chosen. This is a type of non-probability sampling procedure where elements are selected from the target population based on whether they are suitable for the purpose of the study after being assessed against specific inclusion and exclusion criteria.

When conducting an explanatory sequential mixed methods investigation involving both quantitative and qualitative research, the findings from a survey might be used as the basis for the selection of a purposive sample. Purposive sampling techniques are primarily used in qualitative studies and involve selecting certain units or cases 'based on a specific purpose associated with answering a research study's question rather than randomly' (Tashakkori and Teddlie, 2003: 713). Maxwell states that purposive sampling is a strategy in which 'particular settings, persons or events are deliberately selected for the important information they can provide that cannot be gotten as well from other choices' (1998: 87). Since researchers who use purposive sampling intend to generate a wealth of detail from just a few cases, sampling decisions are crucial.

The following characteristics need to be taken into consideration with purposive sampling: Firstly, purposive sampling addresses specific purposes related to research questions. Therefore, the participants selected are information-rich in regard to those questions. Secondly, purposive samples are often selected using the expert judgement of researchers and informants. Thirdly, purposive sampling procedures focus on the depth of information that can be generated by individual cases. Lastly, purposive samples are typically small but the specific sample size depends on the type of qualitative research being conducted and the research questions.

## **5.9. Questionnaire design**

The previous section has outlined that this study seeks to collect data by applying a survey strategy as well as a case study strategy in the sampling procedure. It is of importance that a full account of the data collection method is provided when outlining the research design. This section of the chapter will, thus, focus on providing and understanding the data collection instruments applied in this research.

### **5.9.1. Data collection instruments**

An explanatory sequential mixed methods approach has been applied to answer the research questions. The explanatory nature of the mixed methods approach allows the researcher to examine as well as analyse the relationships between variables. A questionnaire was designed in order to collect data that answers the descriptive and explanatory elements of the research. Therefore, the research questions were partially answered by means of a questionnaire instrument. According to Hussey and Hussey (1997) a questionnaire is a list of carefully structured questions. To accurately collect data from the results of a questionnaire, Burgess (2001) suggests that six steps need to be considered in its design. The first step is to define the research aim to ensure that not too many questions are asked. In this study, the research aim was thoroughly investigated, outlined and refined in the literature review chapter. The second step is to determine the sample. Further information on the sample of this study is illustrated in the sample section of this chapter. The third step is to decide how to collect the data. As outlined, this research has collected

quantitative data via a self-administered online survey. The fourth step is the step this chapter focuses on namely the questionnaire design. Burgess (2001) suggests that the design of the questionnaire should encompass the selection of the questions, the design of the question sequence and the overall questionnaire layout.

Steps five and six, cover the importance of running a pilot survey in order to detect any flaws. These steps are covered in later sections of this chapter. The final step of the Burgess (2001) model is the data analysis of the survey. Information regarding data analysis is covered in detail in the quantitative findings chapter of this study.

### **5.9.2. Structure of instruments**

To ensure that the questionnaire would fully answer the research questions, a considered survey design and robust preparation of all processes involved in its creation were of the utmost importance. A number of factors influenced the design of this study's questionnaire, for example, whether all data variables could be collected (Dillman et al., 2014) and all necessary items have been included without the questionnaire being too lengthy and thus off-putting. As the questionnaire link was included in a newsletter, a short 'call for participation' was written to introduce the research and encourage participation. Those clicking on the link would gain access to the first page containing background information and the aim of the research study. The information sheet also informed participants about their anonymity, confidentiality and privacy as well as the data usage and storage. Individuals were then asked to confirm their consent in the participation of the research. The

researcher's personal details were provided on the information sheet to ensure participants had a point of contact should any queries arise regarding the questionnaire. All participants who voluntarily consented to participate in the research study completed a questionnaire survey that consisted of seven sections.

The first section of the research study gathered personal characteristics about the research participants. This data included gender, age, marital status, dependent children, adult/elderly care and location.

The second section focused on obtaining information about the employment characteristics of the research participants. This section, therefore, sought to gather more information regarding participants' job title, PQE, length of service, law specialism, the type of work they undertake and billable hours targets.

The third section of the questionnaire sought to address questions on the perceived job characteristics of participants. For this, job autonomy (Hackman and Oldham, 1980) and networking activities (Wallace, 2004) were measured.

Having gathered data on individuals' personal, employment and job characteristics, the fourth section of the research sought to understand whether or not the participants had successfully negotiated a flexibility i-deal. In order to measure this, the Hornung et al. (2008) three-scale measure was applied.



As i-deal literature often focuses on the extent to which LMX influences the successful negotiation of an i-deal (Hornung et al., 2010; Rosen et al., 2013), it was seen as imperative to include a leader-member scale in this research. Therefore, the fifth section of the questionnaire measured SLMX and ELMX. However, in order to provide nuance to the research study, the questionnaire did not include the Liden and Maslyn (1998) LMX scale usually applied by i-deal researchers (see Anand et al., 2018). Instead, the author opted to choose a scale that had yet not been used in the i-deal research field, namely the scale by Kuvaas et al. (2012). For the purpose of this research, a reduced eight-item scale was used (Kuvaas et al., 2012) to measure the extent to which SLMX as well as ELMX influences the successful negotiation of flexibility i-deals.

Rousseau et al. (2009) applied a SLMX/ELMX scale to their research to study the extent to which social LMX and economic LMX leads to the obtainment of an i-deal. The study shows that social LMX is significant in the obtainment of development i-deals, however for flexibility i-deal obtainment economic LMX has proven to be more significant. Rousseau et al. (2009) measured SLMX and ELMX by using the Shore et al. (2006) scale. Other studies that used this scale to measure SLMX and ELMX are Hom et al. (2009), Shore et al. (2009) and Song et al. (2009).

Shore et al. (2006) introduced the SLMX/ELMX measures with the aim of investigating the general forms of employee exchange relationships with the organisation from employees' perspectives. The final scales of social exchange and economic exchange included eight items, and show acceptable internal consistency,

$\alpha = .87$  for social exchange; and  $\alpha = .78$  for economic exchange. The limitation to this scale is that it has a low reliability ( $\alpha = .68$ ) of the economic exchange scale (Shore et al., 2006). The authors suggest that 'researchers may want to consider whether further refinements of the scale would enhance discriminant validity, given the significant negative correlations between social and economic exchange in both samples' (Shore et al., 2006: 863)

Kuvaas et al. (2012) further developed the Shore et al (2006) SLMX/ELMX scale with the primary focus on measuring the two aspects of the exchange relationship, namely social and economic exchange of leader-member exchange. Kuvaas et al. (2012) state that ELMX and SLMX are two theoretically different constructs with SLMX being similar to the traditional conceptualisation of LMX focussing on mutual trust and social-emotional exchange and ELMX as an exchange that is characterised with transactional and contract-based exchanges (Kuvaas et al., 2012).

Kuvaas et al. (2012), retained four items measuring SLMX ( $\alpha = .78$ ) and four items measuring ELMX ( $\alpha = .74$ ). Some research papers that have applied the Kuvaas et al. (2012) measure are Darija et al. (2017); Audenaert et al. (2017); Berg et al. (2017); Buch (2019); Caniels and Hatak (2019); Cerne et al. (2015); de Ruiter et al. (2016) and Dysvik et al. (2015).

The sixth section gathered data on employment outcomes. For this, a number of measures and scales were applied on a five-point Likert scale. A list of these measures and scales can be found in Table 11, below.

**Table 11 Measures and scales**

<b>Measures</b>	<b>Scales</b>	<b>Author</b>
Organisational commitment	4-item scale	Meyer and Allen (1993)
Affective commitment	4-item scale	Meyer and Allen (1997)
Career satisfaction	4-item scale	Greenhaus et al. (1990)
Job satisfaction	5-item scale	Hackman and Oldham (1976)

Finally, the seventh section focused on recruiting potential candidates for the qualitative research phase. Since the research is an explanatory sequential mixed methods design, participants needed to be recruited from the quantitative phase of the research in order to take part in the qualitative phase. The last section, therefore, explained that the research would entail a qualitative phase and the content of this. Participants were asked whether they would be interested in participating in the next phase, and those who consented were asked to provide their email address. Once these were received the an information sheet and consent form were sent and the logistics for the qualitative interviewing were organised.

### **5.9.3. Measurement of variables**

#### **Flexibility i-deal**

There is no established go-to measurement for (flexibility) i-deals, and this has led to disagreement amongst i-deal scholars about which measurement is best suited.

Scholars support either the Rosen et al. (2013) construct or the Rousseau and Kim (2006) construct that was adapted by Hornung et al. (2008). Conway and Coyle-Shapiro (2015) have discussed at length the problems surrounding inconsistent i-deal measurements, arguing that current i-deal studies are measured using 'different constructs, capturing very different elements of the deal, and fundamentally are not fully consistent with i-deals definitions and therefore not valid proxies for i-deals' (Conway and Coyle-Shapiro, 2015: 60). Further the authors argue that there is a variation in definition of i-deals used by researchers and that definitions indicate that i-deals can cover a single idiosyncratic element as well as multiple idiosyncratic elements. For example, where Hornung et al. (2008) capture development, flexibility and workload reduction i-deals, Rosen et al. (2013) capture schedule flexibility, task and work responsibilities, location flexibility and financial incentives.

This study has opted for the Hornung et al. (2008) measure of i-deals. According to Hornung et al. (2008) flexibility in work schedules assists employees in balancing demands of their professional and private lives, without necessarily reducing their overall contributions to the organisation. The primary rationale for choosing this construct over the one by Rosen et al. (2013) is that the majority of published flexibility i-deal research has also chosen to go with Hornung et al. (see Hornung et al., 2011; Hornung et al., 2014; Hornung et al., 2009; Bal et al., 2012; Wang et al., 2018; Vidyarthi et al., 2014; Ng and Lucianetti, 2016; Erden Bayazit and Bayazit, 2019; Liu et al., 2013; Bal and Boehm, 2015; Ho and Tekleab, 2016). The only flexibility i-deal research that does not apply the Hornung et al. (2008) construct is Ostrom et al. (2016), Las Heras et al. (2017a) and Kelly et al. (2020). These three research papers applied the Rosen et al. (2013) construct.

The second rationale for choosing the Hornung et al. (2008) construct is based on the findings of the context chapter (Chapter 3). Scholars repeatedly emphasised on the importance of presenteeism and facetime in the legal profession (Wallace, 1997; Thornton, 2016a), therefore the employment environment discourages location flexibility. This was also supported by this thesis' author extensive experience working in HR within the legal profession where location flexibility was actively discouraged.

Therefore, the Hornung et al. (2008) scale was seen as beneficial for the purpose of this study as it would allow scholars to compare, contrast and discuss research results, in particular within a field that, so far, has shown varied outcomes (Conway and Coyle-Shapiro, 2015).

As this research applies an explanatory sequential mixed method design, data was gathered from participants at two points, namely quantitative data at the first phase of the data collection process and qualitative data at the second phase of the data collection process. Whilst the data collection instruments applied in the quantitative research phase were a result of the literature and controlled by the researcher, the findings of the qualitative research phase emerged from the semi-structured interviews, where participants were positioned as primary research informants.

Therefore, whilst the quantitative phase of the research applied the Hornung et al. (2008) scale operationalising flexibility i-deals as work schedule individualised arrangements, during the qualitative data analysis process of the qualitative research

phase, it emerged that the flexibility i-deal negotiated by participants is more complex than suggested by the literature this far. This is illustrated in Table 35 and further discussed in Chapter 7. Whilst this thesis exclusively sought to study work schedule i-deals, participants indicated that they have negotiated work schedule i-deal, location i-deal as well as a combination of formal FWA and flexibility i-deals. This finding is not novel as Rousseau (2005) states that flexibility i-deals are multidimensional. Further Rosen et al. (2013) argues that location flexibility may be occupation specific so that individuals may work in professions where location flexibility is either impossible to negotiate or it is the norm to have location flexibility.

Rosen et al (2013) argue that further research should investigate how occupational categories and norms influence the effects of i-deals. Since this is the first research study conducted within the legal profession and i-deals, it can be argued that whilst the Hornung et al. (2008) scale is currently most popular amongst researchers, occupational categories should be further considered in deciding which measure may work best for the research in the interest of accurate quantitative research findings.

### **Social and economic leader member exchange (LMX)**

LMX shows that characteristics of employees and managers both play important roles in the formation of individual-level i-deals (Liao et al., 2016). As a result, a number of flexibility i-deal scholars have applied LMX in their research studies (see Hornung et al., 2010; Hornung et al., 2014; Rousseau et al., 2009; Rosen et al., 2013).

Although i-deal researchers perceived the study of LMX and i-deal relations as pivotal, a variety of constructs have been used to study these. Hornung et al. (2010) conducted two studies in which the first applied an LMX scale developed by Wayne et al. (1997) and the second applied an LMX scale developed by Scandura and Graen (1984). Rousseau et al. (2009) applied the Shore et al. (2006) scale and Rosen et al. (2013) used the Graen et al. (1982) scale.

In this study, the trimmed scales of ELMX and SLMX by Kuvaas et al. (2012) were applied to reveal whether there is a differentiation between SLMX and ELMX and flexibility i-deal obtainment.

### **Work flexibility**

As research findings by Liao et al. (2016) have illustrated, a supportive organisational climate fosters the obtainment of i-deals. Scholars have also researched law firms' work flexibility to understand the effect it has on commitment (Wallace, 2006), work-life balance and career satisfaction for female lawyers with children (Wallace, 2006). Therefore, it was of interest to understand the extent to which FRWC influence flexibility i-deal negotiations. The measure by Holtzman and Glass (1999) was applied to test FRWC. Research undertaken by Wallace (2006) and Wallace (2008) applied the same measure within a legal context in North America.

## **Affective Commitment**

Affective commitment refers to an employee's emotional attachment to – and involvement with – the employing organisation (Cole and Bruch, 2006). A range of studies have been published on the relationship, if any, between affective commitment and flexibility i-deals. Findings by Ho and Tekleab (2016) illustrate that flexibility i-deals are not associated with affective commitment, but that developmental, task and financial i-deals were associated with affective commitment. Hornung et al. (2018) also show no support for a link between flexibility i-deals and affective commitment. In contrast, research findings by Liao et al. (2016) show that affective commitment is positively related to flexibility i-deals, but only in eastern cultures. A measure by Meyer and Allen (1997) was applied to measure affective commitment.

## **Extra professional activities**

Literature on lawyers' employment conditions shows that, in addition to meeting performance targets, lawyers are also required to engage in extra professional activities throughout the day, in the evenings and sometimes at weekends (Wallace, 2007). The law firm literature refers to this as business development activities and sees it as pivotal for promotional opportunities (Walsh, 2012). In order to assess the extent to which extra professional activities impact the obtainment of flexibility i-deals, a measure by Wallace (2007) was applied in this research study.



## Control variables

As outlined in the literature review chapter, the legal context chapter and theoretical framework chapter, i-deal literature illustrates that personal characteristics and job characteristics influence the obtainment of flexibility i-deals (Liao et al., 2016). To further examine this, a number of control variables were applied in this research, which are listed in Table 12.

The dependent and independent variables are listed in Table 13 and Table 14, including the sources of scales used and hypotheses.

**Table 12 Control variables**

Variable	Authors who have used this variable	Survey question
Gender	Las Heras et al. (2017a, b); Ng and Feldman (2015); Ng and Lucianetti (2016); Oostrom et al. (2016); Vidyarthi et al. (2014); Wang et al. (2018); Hornung et al. (2008); Hornung et al. (2014); Hornung et al. (2011); Ho and Tekleab (2016); Bal and Boehm (2015)	Male Female Prefer not to say
Age	Erden Bayazit and Bayazit (2019); Liu et al. (2013); Kelly et al. (2020); Las Heras et al. (2017a) Las Heras et al. (2017b); Ng and Feldman (2015); Ng and Lucianetti (2016); Oostrom et al. (2016); Wang et al. (2018); Bal et al. (2012); Hornung et al. (2008); Hornung et al. (2009); Hornung et al. (2014); Hornung et al. (2011), Rousseau et al. (2009); Bal and Boehm (2015).	18 - 24 years 25 - 34 years 35 - 44 years 45 - 54 years 55 - 64 years 65 or older
Marital status	Ng and Lucianetti (2016); Wang et al. (2018); Walsh (2012)	Please indicate what best describes your marital status? Single or living as single Married or cohabiting
Dependent children	Las Heras et al. (2017a); Las Heras et al. (2017b); Walsh (2012)	Do you have dependent children live with you? Yes/No
Adult/elderly care responsibilities	Las Heras et al. (2017a); Walsh (2012)	Do you have any adult/ elderly care responsibilities? Yes/No
Post-qualification	Erden Bayazit and Bayazit (2019); Ho and	What is your post-qualification

experience (PQE)	Tekleab (2016); Walsh (2012)	experience? Less than one year 1 - 3 years 3 - 5 years 5 - 7 years 7 - 10 years More than 10 years
Tenure	Erden Bayazit and Bayazit (2019); Liu et al., (2013); Kelly et al. (2020); Las Heras et al., (2017a); Ng and Feldman (2015); Ng and Lucianetti (2016); Oostrom et al. (2016); Vidyarthi et al. (2014); Wang et al. (2018); Bal et al. (2012); Hornung et al. (2008); Hornung et al. (2009); Hornung et al. (2014); Hornung et al. (2011); Rousseau et al. (2009)	How long have you worked for the firm? Less than one year 1 - 3 years 3 - 5 years 5 - 7 years 7 - 10 years More than 10 years
Job title	Walsh (2012); Wallace (1999)	What is your job title? Trainee solicitor or equivalent Junior associate or equivalent Associate or equivalent Senior associate or equivalent Partner or equivalent Other
Type of work	Walsh (2012)	How would you describe your work? Transactional Dispute resolution A mix of both Other

### **Type of work or law specialisation**

Type of work or law specialisation is a variable that has been used in research within law firms (Walsh, 2012). Within this measure, the researcher seeks to understand in what practice group the participant practises law. In Walsh (2012), research participants were asked to choose from a law specialisation category (business, corporate and commercial property law, civil litigation, probate and conveyancing, child and family legal work or other specialisations). Within this research, participants were asked whether the type of work or law specialisation is transactional, contentious or a mix of both. Answers to these questions would provide the researcher with a holistic picture of the content and nature of law practices experienced by the participants.

**Table 13 Dependent variables**

<b>Variable</b>	<b>Author</b>	<b>Survey question</b>	<b>Answer options</b>
Flexibility i-deal obtainment	Hornung et al. (2008)	Individual employees can have employment arrangements that differ from their co-workers (e.g., different schedules).	Yes/No
		<p>Have you ever asked for an individualised FWAs?</p> <p>To what extent do you agree with the following:</p> <p>I have an individual customised work schedule.</p> <p>I have flexibility over starting my work day.</p> <p>I have flexibility over ending my work day.</p>	<p>1 – Not at all</p> <p>2 – To some extent</p> <p>3 – To a moderate extent</p> <p>4 – To a great extent</p> <p>5 – To a very great extent</p>

**Table 14 Independent variables**

<b>Variable</b>	<b>Author</b>	<b>Survey questions/statements</b>	<b>Answer options</b>	<b>Hypotheses</b>
Economic leader member exchange (ELMX)	Kuvaas et al. (2012)	<p>The most accurate way to describe my relationship with my direct line manager is:</p> <p>I do what I am told to do.</p> <p>I do what my manager demands from me, mainly because he or she is my formal boss.</p> <p>My relationship with my manager is mainly based on authority, he or she has the right to make decisions on my behalf and I do what I am told to do.</p> <p>All I really expect from my manager is that he or she fulfils his or her formal role as supervisor or boss.</p>	<p>1 – Strongly disagree</p> <p>2 – Disagree</p> <p>3 – Neither agree nor disagree</p> <p>4 – Agree</p> <p>5 – Strongly agree</p>	ELMX is negatively associated with flexibility i-deals
Social leader member exchange (SLMX)	Kuvaas et al. (2012)	<p>My relationship with my manager is based on mutual trust.</p> <p>My manager has made a significant investment in me.</p> <p>I try to look out for the best interest of my manager because I can rely on my manager to take</p>	<p>1 – Strongly disagree</p> <p>2 – Disagree</p> <p>3 – Neither agree nor disagree</p> <p>4 – Agree</p> <p>5 – Strongly agree</p>	SLMX is positively associated with flexibility i-deals

		care of me.  The things I do on the job today will benefit my standing with my manager in the long run.		
Family responsive work conditions (FRWC)	Holtzman and Glass (1999)	I find it hard to organise my annual leave or other types of leave.  It is hard to get time off during work to take care of personal or family matters.  I have a great deal of flexibility with my work schedule.	1 – Strongly disagree 2 – Disagree 3 – Neither agree nor disagree 4 – Agree 5 – Strongly agree	General flexibility is positively associated with flexibility i-deals
Affective commitment	Meyer and Allen (1997)	Law is important to my self-image.  I regret having entered the law profession.  I do not identify with the law profession.  I am enthusiastic about law.	1 – Strongly disagree 2 – Disagree 3 – Neither agree nor disagree 4 – Agree 5 – Strongly agree	Affective commitment is positively associated with flexibility i-deals
Extra professional activities	Wallace (2007)	How many times a week do you attend professional activities related to business and client development or conferences	1 – Never 2 – Less than once a week 3 – 1-2 times a week	External networking requirements is negatively associated with flexibility i-deals.

		<p>before 9.30 am?</p> <p>How many times a week do you attend professional activities related to business and client development or conferences over lunch?</p> <p>How many times a week do you attend professional activities related to business and client development or conferences after 5.30pm during the week?</p> <p>How many times a week do you attend professional activities related to business and client development or conferences on weekends?</p>	<p>4 – 3-4 times a week 5 – More than 4 times a week</p>	
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## **5.10. Interview design**

### **5.10.1. Interview guide**

The purpose of developing an interview guide is to explore the research themes through a systematic framework of in-depth interviews (Saunders et al., 2015). In-depth interviews are a powerful method for generating a description and an interpretation of a participant's social world. For this study, in-depth semi-structured interviews were conducted with selected lawyers once the case study population was identified.

The researcher needs to design an interview guide to ensure that the purpose of the interview is fully met. As part of the explanatory sequential mixed methods design, the quantitative results are first collected and analysed. The researcher then seeks to identify gaps in the findings or inconclusive results and designs an interview guide that seeks to fill those gaps. The interview guide for this research has been influenced by inconclusive quantitative findings as well as the literature review on flexibility i-deals and research within law firms.

Being responsible for recording and interpreting responses, the interviewer has to conduct the interviews within a clear ethical framework and with a sense of self-reflexivity to control for interviewer bias. Therefore, interviews require a protocol that provides control over an interview process (Easterby-Smith et al., 2009). The interview protocol for this research study was designed as follows:

Types of interview:	In-depth and semi-structured
Approximate length:	45 - 90 minutes
Level of respondents:	E&W qualified lawyers
Approach:	Information exploration
Place of interview:	Company offices, Skype, Zoom, MS Team and telephone
Language of interview:	English
Ethics:	Participants receive a consent of participant form
Recording process:	All interviews recorded and transcribed
Type of question:	Open-ended

For the qualitative phase of the research to be executed smoothly, it is important for the researcher to acquire qualitative interviewing skills. During the execution of any type of semi-structured and unstructured interview, the interviewer needs to have a solid set of skills that will allow them to conduct the interviews effectively. Gray (2009) argues that error from interviews can be controlled by allowing a flexibility of questions, thus it is also of importance to pose open-ended questions.

For this study, demographic data was collected from the participants prior to the interview. These were questions regarding demography, including (i) age; (ii) marital status; (iii) childcare; (iv) elderly care; (v) location; (vi) position; (vii) team size; (viii) PQE; (ix) practice group; (x) type of work; (xi) firm size; and (xii) tenure. The demographic questions were then followed by questions addressing the research questions. A set of questions were drafted prior to the commencement of the field work



based on the gaps within the existing i-deal literature. Once the quantitative data was analysed, further gaps were identified which were incorporated in the interview schedule. The interview questions for the semi-structured interviews were crafted as follows:

Questions regarding work and organisation.

- How would you describe your role?
- To what extent is Business Development (BD) and networking of importance in your role?
- How would you describe the relationship with three of your top clients? How flexible are they with their demands?
- How would you describe the organisational culture?
- To what extent does the team culture differ from the organisational culture?

Questions regarding flexibility i-deals.

- What does your flexibility i-deal look like? Can you exactly describe what you have negotiated?
- What influences your day-to-day work schedule?
- What were your motives for negotiating a flexibility i-deal? Why did you negotiate these?
- How does the flexibility i-deal work in your daily practice?
- What effect did the flexibility i-deal have on your work, in terms of performance, motivation and commitment?

Questions regarding flexibility i-deal negotiation processes.

- Who did you negotiate your flexibility i-deal with?

- When did you negotiate these arrangements? Was this during the recruitment process, at the start of your tenure or during your tenure with your organisation?
- Who took the initiative? How did the process evolve? Which parties were involved in the process?
- What were the reasons for your organisation (e.g., partner, practice group manager or HR) agreeing to the i-deal? What were their expectations?
- Were there any elements of your work context (e.g., tenure, seniority, type of work, level of BD) that helped you to negotiate the flexibility i-deal?
- What barriers did you have to manage during the negotiation? How did your organisation's existing HR practices play a role?

#### Questions regarding colleagues.

- What reactions did you receive from your colleagues?
- Can your colleagues negotiate a flexibility i-deal as well?
- Are there the same opportunities across your team (within and across offices) to negotiate flexibility i-deals?
- Quantitative findings had a low response rate from male lawyers. Do you have any male colleagues within or outside your department who requested a flexibility i-deal?
- Are there factors which facilitate the negotiation of flexibility i-deals, if so, what?
- Quantitative findings had more responses from senior lawyers. Is there a disparity between flexibility amongst junior and senior lawyers? What influences the different levels of flexibility?

## **5.11. Quantitative field work and role of researcher**

### **5.11.1. Quantitative pilot study**

It is advised for researchers to conduct pilot test before administrating the official research programme (De Vaus, 2013). In this study, the pilot study ensured that no topics were omitted from the study which potentially could have been of importance. Moreover, the use of a pilot ensures that issues of validity and reliability are addressed. Lastly, the pilot data can be used as dummy data to verify whether the proposed analyses will work.

For this study's pilot test, eight E&W qualified lawyers, four academics within the field of i-deals, two PhD researchers as well two supervisors participated in the survey to eliminate grammatical errors and spelling mistakes, and to understand whether or not the instruments applied answered the research questions. The rationale for using individuals from different backgrounds was to ensure that respondents would understand the research as well as the question content, and thus could highlight any ambiguity in the wording. After the pilot, improvements to the survey design were made. The improved survey was again checked for any remaining errors by two supervisors and two academics.

Since the survey is administered online and can be accessed by either a computer or mobile device, it was of importance to ensure that the visual presentation of the data was clear. Feedback received during the pilot testing was to make better use of

the features of Qualtrics and to change questions from a scale to a matrix form.

Table 15 below outlines all the suggestions received and adjustments made following the pilot survey.

**Table 15 Pilot test suggestions for amendments**

<b>Participants</b>	<b>Suggestions/adjustments</b>
<b>Participant 1</b>	One thing is perhaps in Qualtrics you can put questions from a scale in a matrix format – this looks better.
<b>Participant 2</b>	You have expanded it a great deal – how long does it now take roughly to fill in? Although the Qualtrics layout helpfully shows the percentage of the survey you have filled in as you go along, I strongly recommend that, at the start, you say something like, 'this survey will take about 20-25 minutes to complete' (or whatever).  *Very important* A lot of your questions involve overlapping choices, which you must avoid at all costs (your first draft did in fact avoid them – I don't know why you've gone back).
<b>Participant 3</b>	Categories need to be mutually exclusive. For example, 5-7, 8-10, more than 10 etc.. Otherwise, if someone wanted to report 5 years, they would fall into two of these categories.
<b>Participant 4</b>	Rather lengthy survey.
<b>Participant 5</b>	Have you considered using a different LMX measure that is focused on the relationship (LMSX; Bernerth et al., 2007)?
<b>Participant 6</b>	This is a narrow category. I suggest you use a wider category, like 5 or 7 scale. The higher the range, the better the variability you get.
<b>Participant 7</b>	Regarding Q: Why is your flexibility i-deal negotiated informally (you can select more than one option), I think it's good to include an 'other' option where employees may wish to offer another option.
<b>Participant 8</b>	Long survey – you might get a better response if you cut it down.

Comments from all sources were actioned to improve the final draft of the questionnaire; the length of the questionnaire was reduced and questions were revised accordingly. Once amended, the updated survey was sent to supervisors as well as two lawyers and two academics to ensure that there were no further errors. Once the second round of pilots were completed, the survey link was launched.

### **5.11.2. Main study**

The invitation to participate was published in the December 2019 issue of the Law Society's newsletter. A reminder email was sent out in the January and March 2020 issues to increase the response rate.

### **5.11.3. Problems encountered during the field work**

Although there was a clear plan set up for the expected distribution, launch and analyses of the field work phase, a number of unforeseen obstacles were encountered when conducting the field work. The difficulties can be all related to technical issues as well as the outbreak of the COVID-19 pandemic cutting short the deadline to respond to the survey.

The initial launch date of the first survey link was in the December 2019 newsletter. Although the administrator had scheduled for the survey to be released on 10 December 2019, a technical error occurred which pushed back the release of the

newsletter to 20 December 2019. As many employees take extended leave during the winter holiday season, the delay in the release of the newsletter had impacted the participation rate. Less than 50 individuals responded to the survey link in the December 2019 newsletter. The delayed release of the newsletter therefore affected the number of people who had access to the survey link and thus also affected the number of people who responded to the participation request.

Having understood that the delayed release had a significant negative impact on the response rate of the survey, the Law society offered to repost the survey article and link in its January 2020 issue. This repost proved to be successful, with the majority of survey participants responding during this month. However, although over 100 lawyers had responded to the survey, the research still did not meet the minimum 150 responses target. Therefore, it was agreed that there the survey request would be reposted again in the society's March 2020 newsletter.

This newsletter was scheduled to be released on 16 March 2020. Unfortunately, this date coincided with the date the UK government introduced the national lockdown in response to the COVID-19 pandemic. As a result, individuals who completed the survey in March 2020 were significantly lower than those who completed the survey two months before. It is believed that the sudden uncertainty and change caused by the pandemic influenced individuals' interest in participating in the research survey.

Since it was predicted that the lockdown measures were to last for at least six months, it was decided that the survey deadline would be in April 2020.

According to the Qualtrics analytics, 330 research participants in total commenced the survey. However, many failed to complete it. Having analysed the data of uncompleted surveys, 57 individuals abandoned the questionnaire at the 10% mark, i.e., after completing their personal information. Twenty-three individuals abandoned the survey at the 40% mark, i.e., after providing some information on i-deal receipt. As these surveys were incomplete, they could not be used in this study as analysis can only be conducted using 100% complete surveys. It is believed that, because of the high pressure environments and high work demands lawyers encounter, those who did not complete the survey were interrupted whilst answering the questions. It is therefore reasonable to suggest that, in future, very short surveys are sent out to those who employed in industries with intensive work pressures.

All the above-mentioned problems caused delays that affected the intended timeframe of the data collection. In total, 250 questionnaires were completed. From this data set, 178 questionnaires (71.2% of the total response rate) provided sufficient data to meet the needs of this study.

## **5.12. Qualitative field work and role of researcher**

Once the survey data had been collected and analysed, the researcher formulated the interview schedule for the second stage of the data collection. This stage comprises case study interviews, which aim to provide a deeper understanding of the research question. This section will first provide details of the pilot and main

phases of this study, considers the author's role as the researcher in relation to the process of collecting and interpreting the data.

### **5.12.1. Qualitative pilot study**

Similar to quantitative research, conducting a pilot test is also seen as an essential step when designing an interview to garner qualitative findings. Undertaking a pilot test can identify flaws within the interview design (Turner, 2010) and enable improvements to the structure and content of the interview questions to be made.

Although a number of sources were read to understand best practice when conducting qualitative interviews, it was seen of importance to conduct qualitative pilot studies to experience the interviewing process. A pilot study also ensures that feedback would be received on the quality of the interview guide. In this case, feedback on the interview guide was received from both supervisors as well as one further academic within the field of i-deals.

Three pilot interviews for this study were conducted in February 2020. The duration of the interviews ranged from 60 to 90 minutes. The participants of the pilot study were lawyers who participated in the quantitative survey and volunteered to be interviewed. Two pilot interviews took place face to face and one via video conferencing. As a result of the pilot interviews, the interview schedule had to be



slightly adapted. Participants in the pilot interviews outlined that 90-minute interviews may be too long so, as a result, some interview questions were trimmed down.

### **5.12.2. Qualitative main study**

As this study is a sequential explanatory mixed methods study, participants who volunteered to take part in the qualitative study had previously completed the quantitative survey. The last question of the quantitative survey asked participants whether or not they would like to be contacted to participate in the second stage of the research. Those who consented to be contacted to participate in the qualitative interviewing provided their email addresses.

In total, 87 individuals provided their email address to be contacted for the qualitative one-to-one interviews, of which 63 participants fitted the personal criteria. A generic email was sent to all volunteers explaining the focus of the interviews. Out of the 63 initial volunteers, eighteen responded to the email with a time and location that would suit them. A further reminder email was sent to those respondents who did not respond to the initial email and, consequently, a further eleven participants responded with a mutually convenient time and location.

The interviews were scheduled to take place in March and April 2020. However, six individuals who initially volunteered to participate in the research study decided to opt out because of the pandemic-related lockdown measures introduced by the UK

government on 23 March 2020. The study conducted a total of 23 interviews with partners, associates and other legal professionals, such as professional support lawyers. The initial aim of this research was to interview between 25 and 30 participants, so the number of interviewees came just under the expected amount.

The interviews were initially scheduled to take place face to face, and the first five interviews were conducted in the participants' office spaces. However, face-to-face interviews had to be rescheduled due to the national lockdown. These were then changed to interviews conducted remotely via telephone, Microsoft Teams, Skype or Zoom. The use of the technological medium was dependent on the participants' preferences.

Other challenges included overcoming time zone differences for two of the interviewees who had moved overseas to be with their families during the lockdown. Also, participants with children could only take part in the interview during childcare hours. In these scenarios, it was of importance to remain flexible. If the interviews were interrupted for any reason, an alternative time was offered to continue the research.

Prior to the commencement of the research study, participants were given a brief about the content and main aim of the research. The participants were informed that the research seeks to understand the contextual factors influencing flexibility i-deal negotiation amongst lawyers. Participants were also provided with some preliminary quantitative findings to engage them in the content of the research. All participants

were assured that the research process would maintain their anonymity and the anonymity of all firms mentioned throughout the interview. Additionally, all participants were assured that their responses would be treated with confidentiality.

The interviews had no time limit; the shortest lasted for 60 minutes and the longest lasted for 90 minutes, but the modal length was one hour.

Since qualitative research was undertaken during a time when the majority of lawyers were working from home at a time that best suited them, it was of importance that to remind participants that the questions referred to a situation before the national lockdown. Phrases used were:

- 'Prior to the lockdown...'
- 'Before the current situation...'
- 'Thinking of a time when you usually worked in the office...'

This was of importance in order to get the real account of their views and perception of their flexibility prior to the COVID-19 outbreak. Participants often sought to compare the 'now and then'. Therefore, it was crucial to understand what their experiences were from their past employment situation and not from the current state of the situation.

Since the interviewees of this study consisted of individuals who requested flexibility i-deals and those who were granted them, they have been categorised in two tables (Table 16 and Table 17). Out of the 23 interviewees, nine were partners, and fourteen were associate solicitors. Since partners are seen as managers of teams as well as equity holders within firms, their demographics have been summarised in a separate table below (Table 17).

Although the quantitative survey was sent to all lawyers, the survey was predominantly completed by female lawyers. All interview participants who volunteered to participate in the qualitative research study were also women. The notion of gender and flexibility will be discussed later in this chapter.

### **Associate and equivalent demographics**

When referring to an associate or equivalent status, this research also refers to professional support lawyers who have previously worked as associates, in-house counsel, head of legal and senior knowledge lawyers. The interviewees' ages ranged from 25-64. Out of the fourteen associate solicitors, all were married or cohabiting except for three. More interviewees had childcare responsibilities (seven out of fourteen) than elderly care responsibilities (one out of fourteen), and six interviewees had neither childcare nor elderly care responsibilities. The interviewees were based in a range of cities, with half based in London, two in Bristol and the others in Switzerland, Newcastle, Bournemouth, Birmingham, Sheffield and Chester.

It is also of importance to highlight the PQE. The PQE indicates how long participants have been registered on the roll of solicitors in E&W. Eight interviewees indicated that they had been on the roll of solicitors for more than nine years, three interviewees had been admitted for 7-9 years, two for 4-6 years and one for 1-3 years. The interviewees stated they were solicitors who work for city law firms (either in the London office or regional offices), in-house lawyers or private practice lawyers. Therefore, the size of the law firms where the interviewees were employed ranged from small to large. According to the OECD, large-sized firms are those with more than 250 employees, medium-sized firms have between 50 and 250 employees and small-sized firms have between 10 and 49 employees (OECD, 2017). Two interviewees were working in small firms, four for in-house teams of large firms, four in medium-sized law firms, three in large law firms and one interviewee was not employed at the time of the interview.

Out of all the associate interviews, six undertake contentious work, three transactional work, three a mix of contentious and transactional work and two have more of a support role. Research participants' length of service ranged from less than one year to over nine years.

### **Partner demographics**

Nine partners were interviewed for this research study. All partners interviewed had negotiated a flexibility i-deal themselves but also negotiated, granted and rejected flexibility i-deals for members of their teams. Interviewees indicated that they were aged between 35-54 years old. All interviewees were married or cohabiting. Eight

interviewees had childcare responsibilities and one interviewee had elderly care as well as childcare responsibilities. The interviewees were based in a range of cities, with five in London, one in Birmingham, one in Hong Kong, one in Newcastle and one in Canterbury. All interviewees had a PQE of more than nine years. Given the status of the population, it is not surprising that the PQE is more than nine years as it would be impossible to reach partnership status at an earlier PQE stage. Three interviewees work for large firms, four in medium-sized firms and two in small-sized firms. In terms of the type of legal work, six interviewees had a contentious role, with two interviewees in a transactional role and one interviewee engaged in a mix of transactional and contentious work. Regarding employees' tenure at their place of work, one cited less than a year, one stated 1-3 years, four cited 4-6 years, two stated 7-9 years and one cited more than nine years. Five interviewees manage a team of fewer than five associates, two manage a team of more than 10 associates, one manages a team of 5-7 associates and one respondent did not indicate the number of associates she manages.

**Table 16 Associate and equivalent demographics**

<b>Name*</b>	<b>Age</b>	<b>Marital status</b>	<b>Child care</b>	<b>Elderly care</b>	<b>Location</b>	<b>Position</b>	<b>PQE</b>	<b>Practice area</b>	<b>Type of work</b>	<b>Length of service</b>
Amy	35 - 44	Married or cohabiting	Yes	No	London	Junior Associate	More than 9 years	Private client	Transaction	1 - 3 years
Barbara	35 - 44	Married or cohabiting	No	No	Birmingham	Senior Associate	More than 9 years	Real Estate	Transaction	1 - 3 years
Christina	55 - 64	Married or cohabiting	No	Yes	Leeds	Senior Associate	More than 9 years	Medical negligence	Contentious	4 - 6 years
Claire	25 - 34	Married or cohabiting	No	No	London	Junior Associate	1 - 3 years	Shipping	A mix of both	4 - 6 years
Helen	45 - 54	Married or cohabiting	Yes	No	London	Professional Support Lawyer	More than 9 years	Real Estate	Support	1 - 3 years
Henrietta	55 - 64	Single or living as single	No	No	Bristol	Other	More than 9 years	Litigation	Support	1 - 3 years
Jill	35 - 44	Married or cohabiting	Yes	No	London	Senior Associate	More than 9 years	Litigation	Contentious	< 9 years
Karen	35 - 44	Married or cohabiting	No	No	Switzerland	Associate	More than 9 years	In-house	A mix of both	4 - 6 years
Kate	25 - 34	Married or cohabiting	Yes	No	London	Senior Associate	7 - 9 years	IP/IT Commercial	Transaction	7 - 9 years
Kelly	25 - 34	Married or cohabiting	No	No	Sheffield	Associate	4 - 6 years	Property Litigation	Contentious	7 - 9 years
Linda	35 - 44	Single or living as single	No	No	London	Senior Associate	7 - 9 years	Dispute resolution	Contentious	< 9 years

Mandy	35 - 44	Married or cohabiting	Yes	No	Bristol	COLP/MLRO	4 - 6 years	Risk and Compliance	Contentious	> one year
Michaela	35 - 44	Married or cohabiting	Yes	No	London	Not currently working as a solicitor	7 - 9 years	Family Law	Contentious	> one year
Suzie	35 - 44	Married or cohabiting	Yes	No	Chester	In-house counsel	More than 9 years	Risk and Compliance	A mix of both	1 - 3 years

*\*Names have been changed to protect the identity of the participants.*



**Table 17 Partner Demographics**

Name*	Age	Marital Status	Childcare	Elderly care	Location	Team Size	PQE	Practice Area	Type of work	Tenure
Denise	45 - 54	Married or cohabiting	Yes	Yes	Athens	Not indicated	More than 9 years	Commercial	Transaction	1 - 3 years
Doreen	35 - 44	Married or cohabiting	Yes	No	London	Less than 5	More than 9 years	Crime	Contentious	More than 9 years
Hannah	35 - 44	Married or cohabiting	Yes	No	Hong Kong	5 - 7	More than 9 years	Disputes	Contentious	7 - 9 years
Imani	35 - 44	Married or cohabiting	Yes	No	London	More than 10	More than 9 years	Litigation	Contentious	4 - 6 years
Lola	45 - 54	Married or cohabiting	Yes	Yes	Canterbury	Less than 5	More than 9 years	Family	A mix of both	4 - 6 years
Nia	35 - 44	Married or cohabiting	Yes	No	London	More than 10	More than 9 years	Litigation	Contentious	4 - 6 years
Rebekah	35 - 44	Married or cohabiting	Yes	No	London	Less than 5	More than 9 years	Dispute resolution	Contentious	Less than one year
Sabrina	35 - 44	Married or cohabiting	No	No	Birmingham	Less than 5	More than 9 years	Banking	Transaction	7 - 9 years
Sarah	35 - 44	Married or cohabiting	Yes	No	Newcastle upon Tyne	Less than 5	More than 9 years	Dispute Resolution	Contentious	4 - 6 years

*\*Names have been changed to protect the identity of the participants.*

### **5.12.3. Background and role of the researcher**

From 2016-2019 the author of this thesis was employed by two city law firms in London with roles in learning and development, talent management and HR. Whilst completing her PhD, she also had an interruption within which she was working full time within one city law firm. The author successfully negotiated flexibility i-deals whilst at both law firms, understanding some factors that have influenced the successful negotiation of my flexibility i-deal. Having worked in city law firms and being involved in individuals' flexible work requests, as well as having successfully negotiated a flexibility i-deal herself, has put the author in a prime position to conduct this research.

There are a number of factors she became aware of during her time working at law firms that have inspired this study. Firstly, there is the internal as well as external pressures placed on lawyers by their direct line managers or their clients. Secondly, having participated in talent management meetings, supervisor trainings and meetings as well as management board meetings, she became aware of the perception of employees who do not adhere to the standard working practices within law firms. Thirdly, being part of a legal HR Team, she was involved in recruitment, selection and promotion processes. This has not only equipped her with excellent interview technique training, but also have her an insight into the criteria upon which selection and promotions were based on. Fourthly, understanding the nature and culture in which lawyers operate as well as the different type of work they undertake helped her to build rapport with the lawyers who participated in the study. For

example, during the qualitative interviews, lawyers were often relieved when they knew that the author understood the different pressures of transactional law or that she was aware of the qualification process within the legal sector. This is advantageous as being able to build strong relationships is seen as essential for conducting successful interviews (Saunders et al., 2015).

However, although the author has extensive experience of the legal world, she was aware of the importance of conducting interviews without any bias. For the interview to reveal as many results as possible, it was important that she did not position herself as an expert during the interview or during the data analysis process. Furthermore, the author is also a mother and so could empathise with the interviewees who were juggling a career in a high-pressure environment and childcare. Nonetheless, it was important to remain neutral and focus the narrative around flexibility i-deal negotiations and motherhood, as well as discuss flexibility i-deal negotiations with men who are and are not fathers and women who are not mothers. This was to understand whether or not the negotiation of flexibility i-deals is seen as applicable only to women with childcare demands within the legal sector.

### **5.13. Data analysis procedure**

As discussed previously, a questionnaire was used to gather quantitative data. The survey encompassed a mixture of scaled, ranked and open-ended questions. For the analysis of the quantitative data, SPSS was applied. Prior to the analysis of the data, it was essential that the data was screened and that the surveys were administered

correctly. For the qualitative analysis, all interviews were first transcribed and then analysed using NVivo.

### **5.13.1. Quantitative data analysis procedure**

SPSS has been employed for the empirical analysis. To ensure that the data can be analysed accurately, it is of importance to first check that the data is fully screened. Data screening includes the verification that missing entries have been removed as well as outliers. Once this task has been completed, the data can be fully analysed.

The research will begin by providing information on sample size and non-response bias. Non-response bias is a type of non-sampling error that results from differences in the characteristics of non-responders and responders (Lewis-Beck et al., 2004). This is followed by the description of the data collected.

The five hypotheses will be analysed using logit regression (Field, 2018). When estimating a regression model, it is crucial to check for multicollinearity common method bias and correlation. Multicollinearity exists when two or more of the independent variables are highly correlated ( $>0.75$ ) with each other (Tabachnick and Fidell, 2001). Common method bias arises when self-reported measures are obtained from the same sample. The correlation between the variables was performed using the Pearson correlation coefficient, which was computed to establish the strength of the relationship between the variables.

As described earlier, the hypotheses will be analysed using logistic regression analysis, which is a model for predicting categorical outcomes from categorical and continuous predictors (Field, 2018). Chi-square will be used to determine the statistical significance of a finding, using a test for contingency or goodness of fit (Collis and Hussey, 2013). Results of the analyses conducted will be presented in the upcoming chapter.

### **5.13.2. Qualitative data analysis procedure**

A thematic analysis was used to analyse the qualitative data. The rationale for using a thematic analysis is that it is aligned with the use of pragmatism and a mixed methods research design.

Developed by Braun and Clarke (2006), thematic analysis is a method for identifying, analysing and reporting patterns (themes) within data as well as various aspects of the research topic (Boyatzis, 1998). Through the use of thematic analysis, the researcher discovers themes and concepts embedded throughout the interviews. According to Braun and Clarke (2006), the thematic analysis entails six phases: (i) familiarisation with the data; (ii) generating initial codes; (iii) searching for themes; (iv) reviewing themes; (v) defining and naming themes; and (vi) producing the report.

To ensure that the thematic analysis was applied as outlined by Braun and Clarke (2006), the research analysis commenced by listening to the recordings twice before

transcribing the data. A transcription service was used for all transcripts. Once the data was transcribed, all transcripts were once again read to ensure familiarisation with the written content as well as ensuring that typing errors were corrected. After listening and reading the transcripts, notes were made about interesting content and patterns identified in the data. This provided the foundation to move to the second phase of the analyses which produced initial codes from the data.

The data analysis is theory-driven, as the research method used is deductive and some findings have been made in the quantitative survey analysis. The data analysis is also data-driven, as the qualitative interviews have been applied to this research to find nuances in the predominantly quantitative research field of flexibility i-deals, as well as to fill in any gaps that have been highlighted in the quantitative findings. Fereday and Muir-Cochrane (2006) explain how using a hybrid technique of deductive and inductive thematic analyses helps demonstrate rigour. Because a data- as well as a theory-driven analysis was applied, certain themes were apparent before the analysis took place, i.e., gender, childcare responsibility and seniority.

To ensure reliability and rigour, three rounds of coding were conducted. Once all data was coded, the codes were then merged into hierarchical themes, which allowed the study to gather and categorise all relevant data from the bottom-up (Braun and Clarke, 2006). Themes that were developed for this study were, for example, 'small is beautiful' and 'trust or control' and 'comparison – junior versus senior'. Once these themes were developed, they were reviewed and categorised according to larger themes, i.e., the themes 'old employment versus new

employment' and 'baby boomers vs Gen X vs Gen Z' have been merged to become the theme 'comparisons' due to their similarities in content. Lastly, the data analysis process was completed by producing a report based on the findings, which will be presented in Chapters 7-10. To ensure anonymity, all interview participants were given a pseudonym.

#### **5.14. Ethical considerations**

Ethical issues are important considerations within social research. Ethics refer to the standards of behaviour that guide good conduct in relation to the rights of those who become the subject of the researcher, or are affected by it (Saunders et al., 2015). Beauchamp and Childress (1994) define ethics as a term that understands and examines the morals of life. Since ethical considerations promote the integrity of research, it is vital that social scientists consider ethics throughout all stages of the research process. Research ethics is therefore a critical part of formulating research design as well as during the processes of gaining, collecting, processing, storing and analysing data.

Prior to conducting my study, Royal Holloway, University of London's ethics standards were examined, and ethical approval was sought from the college's ethical committee. This was obtained by completing a self-assessment form on Royal Holloway's intranet site.

Israel and Hay (2006) outline that researchers need to protect their participants and gain their trust. For this reason, informed consent was sought from all participants throughout the research process. This means that the participants understood and voluntarily agreed to the nature of the research and their role within it (Israel, 2014). Participants' consent to take part in this study was solicited by providing them with clear information, describing the aim of the research as well as explaining what they were expected to do if they agreed to participate. Anonymity and confidentiality were highlighted in the information sheet. It is of importance that the names of the participants were not be disclosed, and that the information obtained from the participants during the interview process were only be used by the researcher. By maintaining the confidentiality of all participants as well as the organisations in question, the research process complies with the General Data Protection Regulation (GDPR) as well as the Royal Holloway research ethics policy.

Oliver (2010) outlines that anonymity provides several advantages to the research process. A principal advantage is that it encourages objectivity. Moreover, Oliver (2010) stated that anonymity makes it easier to explore issues that might be somewhat unpopular or which are regarded as sensitive. All participants were informed of their right to withdraw their input before the thesis's submission. Lastly, the researcher's full details were provided to the participants in case they wanted to make queries or complaints about the research.

The first stage of the research was the collection of quantitative data. Prior to taking the survey, participants were asked to read the information sheet outlining the



purpose of the research. Once they had read the information and given consent to participate, they were then prompted to start the survey. During the data collection phase, it was crucial that no personal data was collected from the participants and that no one who participated in the quantitative research could be identified. Data collected through online surveys were kept confidential and anonymous.

For the interviews in the second stage of the research, it was important that participants also gave their full consent to participating in this phase. An information sheet was provided to all participants explaining the reasons for the study, after which they were asked to sign a consent form. The qualitative interviews were recorded and transcribed in order to analyse the answers, and the participants were informed of this process beforehand. All interviewees were given a pseudonym and all law firms mentioned in the interviews also had a change of name.

The third and fourth stages are the data analysis and reporting stages of the research. Again, it is essential that no information is shared that can identify any participants. All information gathered during the interviews were saved in a password-protected computer and password-protected hard drive, which could only be accessed by the researcher. On the information sheet, it was outlined that all collected data would be destroyed after the analyses.

## **5.15. Chapter summary**

This chapter outlined the research design which entails the author's philosophical stance, research approach and methodological choices. It has been highlighted that it is essential to apply an explanatory sequential mixed methods approach in investigating the contextual factors influencing flexibility i-deals. All elements of the research design are interlinked, which will facilitate the establishment of a robust research methodology that answers the research questions.

This chapter has also outlined the data analysis tools and the data collection process used for the purpose of this research. The research philosophy, strategy, design and methods that underlie the conduct of this study have also been described, detailing key concepts and justifying the selection of methods applied. The chapter has elucidated the possible data collection processes and has described in detail the actual ones used. Data analysis methods and processes as well as data presentation techniques have also been discussed here. The next chapter outlines the findings of both the quantitative and qualitative data.

## **Chapter 6      Quantitative findings**

### **6.1. Findings chapters outline**

In total, five findings chapters have been compiled to answer the two research questions, which are 'RQ1: What are the contextual factors influencing flexibility i-deal obtainment?' and 'RQ2: How are flexibility i-deals negotiated?'

The first findings chapter will illustrate the quantitative results. It commences by providing a detailed account of the sample size before explaining the non-response bias. The chapter will provide a thorough description of the sample, including age, tenure, type of work, childcare responsibilities, elderly care responsibilities, marital status and PQE. The chapter then describes multinearity and the importance of validity and reliability before illustrating the binary logistic regression results and testing all hypotheses. The chapter concludes with a brief discussion of the findings.

As explained in the methodology chapter of this thesis, within the explanatory sequential mixed methods design the quantitative findings dictate and direct the qualitative research. Therefore, the quantitative findings chapter is a companion chapter to the qualitative findings chapters. Chapters 7-10 of the thesis outline the qualitative results of the research study for which 23 in-depth interviews were conducted. The objective of the quantitative findings chapter was to reveal and

understand whether there was any relationship between the dependent and independent variables. The qualitative chapters, on the other hand, address the gaps in the quantitative findings as well as existing flexibility i-deal literature. As described in the methodology chapter, the majority of i-deal literature conducted and published thus far is quantitative. Therefore, the application of a qualitative lens has helped to discover new insights into the research field of flexibility i-deals.

The first qualitative findings chapter, Chapter 7, describes the research findings within the law firm context. The findings will illustrate participants' perceptions and experiences of working in legal firms within the UK and will compare and contrast these findings with existing literature on law firms.

The second qualitative findings chapter, Chapter 8, explains the differences between FWAs and flexibility i-deals, confirming that the concept that participants have referred to in this research are in fact flexibility i-deals and not FWAs. The chapter further reveals that, in some cases, participants who have FWAs were able to negotiate a flexibility i-deal in addition to their FWAs.

The third qualitative findings chapter, Chapter 9, draws on the main findings of this research by revealing twelve contextual factors that this research has found to be prerequisites for flexibility i-deal obtainment.

The fourth qualitative findings chapter, Chapter 10, further reveals findings on the negotiation process of flexibility i-deals. The section shows (i) the reason behind managers' acceptance of flexibility i-deals; (ii) employees' reactions if an i-deal has been rejected; (iii) the notion of power in the negotiation process; (iv) secrecy; and (v) co-workers' emotions. A conclusion that encapsulates all the findings chapters is provided in section 10.9.

## **6.2. Chapter introduction**

As outlined in the literature review chapter, this research seeks to provide the answers to the two research questions. The research questions of the thesis are: 'RQ1: What are the contextual factors influencing flexibility i-deal obtainment?' and 'RQ2: How are flexibility i-deals negotiated?'. The former research question was answered by conducting an empirical quantitative survey as well as a qualitative study, whereas the latter research question was answered by conducting a qualitative study only. This study chapter seeks to address the first research question, namely, understanding the contextual factors influencing successful flexibility i-deal obtainment.

Current flexibility i-deal literature has quantitatively illustrated contextual factors to successful flexibility i-deals. For example, in the research by Rosen et al. (2013), it was shown that LMX is a significant factor; whilst research by Rousseau et al. (2009) proposes that SLMX is not a factor influencing flexibility i-deal obtainment, but that ELMX is. Findings on i-deal outcomes has also varied. For example, Ho and Tekleab

(2016) argue that flexibility i-deals do not predict affective commitment, whilst Bal and Boehm (2019) argue flexibility i-deals contribute to stronger perceptions of collective commitment. Overall, it is believed that the variation of contextual factors and outcome variables has hindered the ability to determine a pattern in the findings (Conway and Coyle-Shapiro, 2015). This study has been able to find that elusive pattern by quantitatively testing the contextual factors and outcome variables of flexibility i-deal obtainment among female UK lawyers.

This chapter presents, develops and tests five hypotheses that help answer the first research question. In order for the reader to have a better feel and understanding of the quantitative data, the author has presented descriptive information and applied statistical techniques, where appropriate.

The first section of this chapter contains the findings chapter outline and the second section is the chapter introduction. Section three provides a detailed account of the sample size. Since the research was distributed in three waves, it is of importance to understand the non-response bias. The non-response bias will be highlighted in section four of this chapter. Section five provides a detailed description of the sample including, age, tenure, type of work, childcare, elderly care, marital status and PQE. The sixth section of this chapter seeks to outline multilinearity and the importance of validity and reliability. Section seven illustrates the binary logistic regression results and tests all hypotheses. Lastly, section eight summarises the quantitative results.

### **6.3. Sample size**

A total of 250 questionnaires were received, of which 178 were deemed useable for this study (71.2%). Prior to the data analysis, a data screening was conducted (DeSimone et al., 2015) using SPSS and Microsoft Excel. The main aim of data screening is to detect missing data in rows and columns, unengaged responses as well as outliers (Field et al., 2012). The process also checks the skewness and kurtosis of the data.

Initially, the research sought to answer the research questions by including both male and female lawyers in the sample. During the quantitative data screening it was identified that only nine of the respondents were men. Therefore, it was decided to only study female lawyers' understanding of this research phenomenon. Whilst in existing flexibility i-deal literature scholars sought to investigate the phenomenon by collecting data from both male and female participants, it is not unusual for scholars studying employment relations within law firms to solely focus on women in the research (see Walsh, 2012; Wallace, 2004; Thornton, 2016a). Therefore, all male respondents were removed from the research study. The 178 female responses were used to examine non-response bias, sample description as well as binary logistic regression.

## 6.4. Non-response bias

Since three email correspondences were sent to potential candidates, it is of importance to check the non-response bias of the data (Lewis-Beck et al., 2004). In order to verify non-response bias, research participants were split into early and late respondents. Early and late respondents were determined by the timing of the survey response (Bates and Creighton, 2000). In this study, early respondents are classed as those who completed the questionnaire between its first release up until the day before the first reminder email was sent. Late respondents are therefore individuals who completed the survey after the first reminder was sent.

As this study features both early and late respondents, it is of importance to elaborate on the non-response and the non-response bias that is associated with it. Non-response bias is a type of non-sampling error that results from differences in the characteristics of non-responders and responders (Lewis-Beck et al., 2004). According to De Vaus (2002) non-response occurs when a percentage of a sample chooses not to participate in the research study. Non-participation does not only reduce sample size but also creates non-response bias (Khosrowpour, 1998). Similarly, Rogelberg and Stanton (2007), argue that low response rates can induce bias and can have serious effects on the sample representativeness, the external validity of the research and the generalisability of the research. In contrast, participation in research or a high response rate elicits non-response bias and provides confidence in the representativeness of the data (Mellahi and Harris, 2016).



Although scholars such as Bryman and Bell (2011) provide insights into how researchers can increase their response rate, such as by contacting the participants prior to the distribution of the survey, it has been widely documented that response rates in the realm of WOP research are in decline. Research conducted by Baruch et al. (2008) for example illustrated that the average response rate for studies that utilised data collected from individuals was 52.7% with a standard deviation of 20.4, whereas the average response rate for studies that utilised data collected from organisations was 35.7% with a standard deviation of 18.8. More recent research undertaken by Mellahi and Harris (2016) illustrated the response rate by various management disciplines. The findings of the research show that there are statistically significant differences between subject categories. Papers published in HRM journals reported the highest response rate (mean = 52.52, SD = 24.437), whilst papers in marketing journals reported the lowest (mean = 34.66, SD = 21.289) (Mellahi and Harris, 2016).

Within flexibility i-deal literature a similar phenomenon can be identified. Many published journals report a response rate of less than 60%. For example, Rousseau et al. (2009) report a response rate of 47.42%, Ostrom et al. (2016) report a response rate of 47%, Bal and Boehm (2019) a response rate of 36%, Hornung et al. (2014) a response rate of 56.5%, Ho and Tekleab (2016) a response rate of 54.7%, Hornung et al. (2008) a response rate 58.7%, Hornung et al. (2010) a response rate of 47.3%, se rate of 37.34%.

Rao and Pennington's (2013) research revealed significant demographic differences between respondents and non-respondents and suggested a possibility of selective non-response bias. Similar findings were revealed in this research. In this study, age, marital status, dependent children, adult/elderly care, job title, PQE and type of work rates amongst respondents were similar for early and late respondents. This provides an image of the demographic of the non-respondents.

Similar findings were discussed by Olowokure et al. (2004). The authors suggest that the use of health services by respondents and non-respondents is different, and that respondents tend to utilise health services more than non-respondents. Again, similar findings were revealed in this research study. Given that the survey participation request was distributed to all lawyers but it was predominantly senior female lawyers who responded, one can interpret that most male lawyers and junior lawyers did not respond as they were less likely to negotiate flexibility i-deals. Aerny-Perreten et al. (2015) presented similar results to the findings revealed by Olowokure et al. (2004). In the research by Aerny-Perreten et al. (2015), non-response was associated with not only workload but also to age, gender and functional area, which resembles the findings of this thesis. In this thesis, lower responses were received from those who stated a low association to flexibility i-deals but the research was also dependent on demographics.

When discussing non-response bias, it is not only of importance to outline the demographic of the responses but also to consider the timing of the responses whilst conducting a survey. A number of studies have compared early and late respondents

(Novo et al., 1999; Olowokure et al., 2004). Bates and Creighton (2000) considered response as a dichotomous variable: early versus late respondents. In contrast, Eisenhower and Hall (1995) considered it a tri-level variable (i.e., early, middle and late). In the case study researched by Eisenhower and Hall (1995), the middle respondents answered after a second email and the late respondents answered after a telephone call. Vink and Boomsma (2008) considered early respondents those who answered the survey within 30 days and late respondents who answered after 30 days.

Various studies have been conducted to assess the difference between early respondents and late respondents. Research conducted by Roa and Pennington (2013) illustrated that the results from the multivariate analysis showed participant response timing is a repeated behaviour, and there is a significant difference between habitually early, intermediate and late responders. The study indicates that gender (male), age (55+), living arrangements (homeowner) and frequent internet usage (more than once per day) are associated with providing a habitually early response.

Research undertaken by Aerny-Perreten et al. (2015) reports that the response rate increased after reminders had been sent, especially amongst those professionals with a high workload. The research states that the response rate increased from 22.6% to 32.9% and to 39.4% after all reminders were sent out. The same phenomenon was experienced in this research. The response rate increased

significantly after the first reminder was sent out to lawyers, whose profession is known to come with a heavy workload.

To ensure that a high percentage of the sample responded to the research survey of this research study, two follow up strategies were employed – as suggested by Bryman and Bell (2011). To determine non-response bias, a Chi-Square test was performed. This test aims to reveal whether or not there are any significant differences between early respondents and late respondents by comparing respondents' characteristics. Full results of this study's Chi-Square test can be found in Tables 18 and 19.

A summary of this study's Chi-Square test results has shown no significant difference ( $p > 0.05$ ) between early and late respondents in terms of age, marital status, dependent children, adult/elderly care, job title, PQE and type of work. Therefore, it can be concluded that the findings show no sample bias and that the sample is generalisable within the sampling frame.

**Table 18 Chi-Square test comparing early and late respondents for flexibility i-deal obtainment**

	Early		Late		Chi-Square	Sig. level
	No	%	No	%		
Age					4.547	0.474
18 - 24	0.1	0	0.9	0.6		
25 - 34	6	28.6	36	22.9		
35 - 44	13	61.9	72	45.9		
45 - 54	2	9.5	36	22.9		
55 - 64	0	0	10	6.4		
65 or older	0	0	2	1.3		
Total	21	100	157	100		
Marital status					0.004	0.949
Single or living as single	4	19	29	18.5		
Married or cohabitating	17	81	128	81.5		
Total	21	100	157	100		
Dependent children					0.016	0.899
Yes	12	57.1	92	58.6		
No	9	42.9	65	41.4		
Total	21	11.8	157	88.2		
Adult/elderly care responsibilities					0.033	0.856
Yes	2	9.5	17	10.8		
No	19	90.5	140	89.2		
Total	21	100	157	100		

**Table 19 Chi-Square test comparing early and late respondents for flexibility i-deal obtainment (continued)**

	Early		Late		Chi-Square	Sig. level
Job title					3.327	0.505
Trainee solicitor or equivalent	0	0	4	2.5		
Junior associate or equivalent	4	19	17	10.8		
Associate or equivalent	6	28.6	40	25.5		
Senior associate or equivalent	9	42.9	60	38.2		
Other	2	9.5	36	22.9		
Total	21	100	157	100		
PQE						
Less than one year	1	4.8	7	4.5	5.364	0.252
1 - 3 years	3	14.3	17	10.8		
4 - 6 years	6	28.6	18	11.5		
7 - 9 years	2	9.5	20	12.7		
More than 9 years	9	8.7	95	91.3		
Total	21	100	157	100		
Type of work						
Transactional	7	33.3	50	31.8	0.516	0.915
Contentious	6	28.6	55	35		
Mix of both	3	14.3	23	14.6		
Support/Advisory	5	23.8	29	18.5		
Total	21	100	157	100		

## **6.5. Sample description**

This section of the chapter discusses the demographic characteristics which include: age, PQE, tenure, marital status, dependent children, elderly care responsibilities, job title and the type of work.

The aforementioned 178 responses were used for the purpose of the study. As only nine male lawyers fully completed the research survey, it was decided to drop the very small number of male lawyers and focus entirely upon the population of female lawyers. Previous i-deal studies had performed tests that included both male and female responses (for example Hornung et al., 2010; Ho and Tekleab, 2016). However, research revealing findings of the work-life interface within law firms often only uses all female samples (Walsh, 2012; Wallace, 2004). It can therefore be assumed that conversations around the work-life interface are of higher interest for female lawyers than for male lawyers, or that the questionnaires are framed in a way that may seem to exclude male lawyers. The notion of gender will be further elaborated upon in the qualitative findings of this thesis.

### **6.5.1. Age**

The respondents were able to indicate their age using six categories: 18-24 years, 25-34 years, 35-44 years, 45-54 years, 55-64 years and 65 or older (see Table 20).

Nearly half of the responses (85 respondents: 47.8%) indicated that they were between 35-44 years, which was the most popular age category.

The age group with the lowest number of lawyers is 18-24 years (one respondent: 0.6%). The 18-24 age group was included in the research as trainee solicitors usually commence their training contract after the completion of an LPC. Trainee solicitors are therefore often aged 22-24 when commencing their training contract. Since the UK apprenticeship levy was introduced in 2017 (CIPD, 2020), many law firms also introduced a solicitor apprenticeship (SRA, 2017), which allows individuals to start their qualification to become a lawyer from the age of eighteen, after the completion of A-levels. It was therefore of interest to understand whether individuals early in their career (solicitor apprentice or trainee solicitor) were interested or able to obtain a flexibility i-deals.

**Table 20 Age of lawyers**

	18 - 24	25 - 34	35 - 44	45 - 54	55 - 64	65 +	Total
<b>Frequency</b>	1	42	85	38	10	2	178
<b>Per cent</b>	0.6	23.6	47.8	21.3	5.6	1.1	100

The mean age group for this research was 35-44 years. In previous flexibility i-deal literature as well as publications on the work-life interface within law firms, the mean age group was also reported to be between 30 and 40 years (see Erden Bayazit and Bayazit, 2019; Ho and Tekleab, 2016; Hornung et al., 2008; Hornung et al., 2011; Hornung et al., 2014; Wang et al., 2018; Las Heras et al., 2017b; Las Heras et al.,



2017a; Lee and Chung, 2019; Lee and Hui, 2011; Liu et al., 2013; Ng and Feldman, 2015).

In the research conducted by Walsh (2012), the mean age of respondents was 34 years old. Comparing the findings of this research with studies conducted by both flexibility i-deal researchers and employment researchers within the legal sectors (such as Walsh, 2012), one can identify that, within both law firm and flexibility i-deal research, flexibility i-deals are of interest to respondents from the same age group.

In this study, 21.3 % of the respondents are 45 to 54 years old, 5.6% of the lawyers are 55 to 64 years old and only 1.1% of the lawyers are 65 years or older.

### **6.5.2. Marital Status**

To further understand individual characteristics, the lawyers were asked questions about their marital status, if they had dependent children and also if they had adult or elderly care responsibilities. This allows a further insight into their non-work demands and lifestyle. This study's findings shows that 81% of the respondents indicated that they were married or cohabitating.

Comparing marital status demographics to the research conducted by Walsh (2012), one can see similar findings. Walsh (2012) reported that 74.6% of the lawyers

indicated they were married or cohabitating, which is similar to the percentage of the respondents within this research study.

**Table 21 Marital status**

	<b>Frequency</b>	<b>Per cent</b>
<b>Single or living as single</b>	33	18.5
<b>Married or cohabiting</b>	145	81.5
<b>Total</b>	178	100.0

### **6.5.3. Dependent children**

Dependent children are another factor that provides further insights into the respondents' non-work demands. In this research, 58.4% of the lawyers indicated that they had dependent children. Studies by Las Heras et al. (2017a) showed that 49% of lawyers surveyed had children under the age of 14, and research conducted by Walsh (2012) reported that 33.2% of respondents had dependent children.

In comparison with research conducted by Walsh (2012) and Las Heras et al. (2017a), the number of lawyers with dependent children is significantly higher. These findings could be explained by the differences in the research question of this thesis and the study carried out by Walsh (2012) in particular.

Where this research seeks to understand the contextual factors enabling flexibility i-deal obtainment, the research conducted by Walsh (2012), for example, seeks to examine female lawyers' aspirations to partnership and whether such aspirations were associated with differences in women's personal characteristics, work patterns and attitudes. Walsh (2012) also sought to reveal the factors influencing women's perceptions of their opportunities for promotion and their ability to progress to high-ranking positions. In order to address this research gap, Walsh (2012) applied the work-life style choice by Hakim (2006), who contends that women who wish to advance to higher levels in their organisations may choose to remain childless and therefore not be interested in work-family/life policies. Given the research question and the theoretical framework applied, it can be argued that Walsh (2012) targeted lawyers who predominantly had no childcare responsibilities.

Although research participants in the studies by Walsh (2012) and Las Heras et al. (2017a) had a lower percentage of childcare responsibilities, the two-phased qualitative research conducted by Pringle et al. (2017) revealed different findings. According to the research demographic in Pringle et al. (2017), the average research participant in phase one was most likely to be married with two dependent children and the average research participant in phase two were most likely to be married with at least one child. These demographics are most consistent with the demographic of this research sample. It can therefore be concluded that there are mixed findings regarding research participants' level of childcare responsibilities within the legal sector.

**Table 22 Dependent children**

	<b>Frequency</b>	<b>Per cent</b>
<b>Yes</b>	104	58.4
<b>No</b>	74	41.6
<b>Total</b>	178	100.0

#### **6.5.4. Adult and/or elderly care responsibilities**

To further understand lawyers' on-work demands, this study did not only seek to gather data around marital status and childcare but also asked research participants whether they had any elderly care responsibilities. Survey results show that 10.7% of the research participants indicated that they had either adult or elderly care responsibilities (Table 23). Research conducted by Walsh (2012) reported 10.2% of respondents had elderly care responsibilities, and research undertaken by Las Heras et al. (2017a) reported that 54% of employees and 43% of supervisors had caregiving responsibilities for elders. Whilst the research findings of this study are aligned to the findings of Walsh (2012), one can identify a significant difference between the findings of this study and Walsh (2012) compared with the research undertaken by Las Heras et al. (2017a). This difference in findings can be explained by the national context in which all three studies took place. Where this study and the one by Walsh (2012) were conducted in the UK, Las Heras et al. (2017a) conducted their research in El Salvador. In Latin American nations, the family becomes the fundamental care support for elderly relatives, representing an informal support network (Anjos et al., 2015).

It can therefore be concluded that, within the UK context, the percentage of respondents with adult/elderly care responsibilities revealed by Walsh (2012) is similar to findings from other research studies.

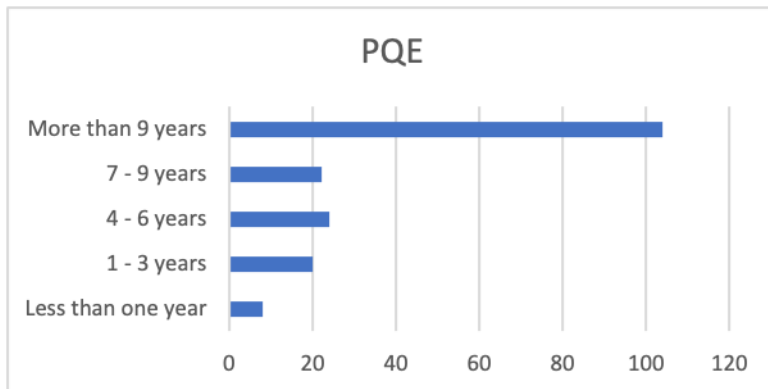
**Table 23 Adult/Elderly care responsibilities**

	<b>Frequency</b>	<b>Per cent</b>
<b>Yes</b>	19	10.7
<b>No</b>	159	89.3
<b>Total</b>	178	100.0

#### **6.5.5. Post Qualification Experience (PQE)**

PQE refers to the number of years that lawyers have been registered as solicitors with the SRA. Figure 1 illustrates the cumulative distribution of the lawyers' PQE. The minimum number of PQE was less than one year, and the maximum number was more than nine years. According to the results, 58.4% of the lawyers or 104 respondents have been registered as practicing solicitors for more than nine years. In this study, the average number of years of PQE is seven to nine years. In her research, Walsh (2012) indicated that the mean of PQE was 7.7. This once again shows similarities between the research undertaken by Walsh (2012) and this current study.

**Figure 1 Post Qualification Experience (PQE)**



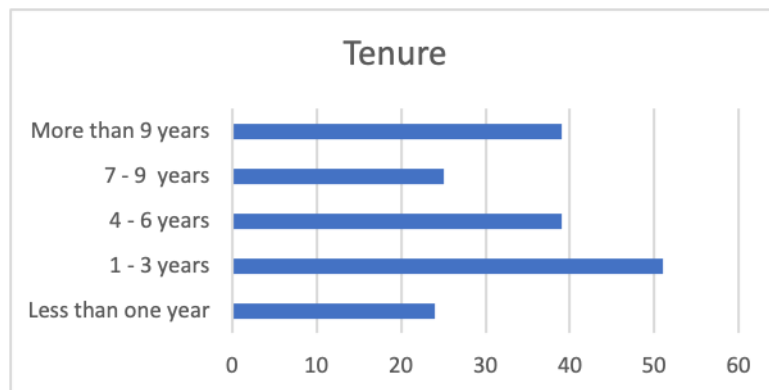
### **6.5.6. Length of service**

Data on organisational tenure was collected to further understand the extent to which tenure influences the obtainment of flexibility i-deals. It is an important aspect of the analysis because, currently, research is inconclusive about whether tenure influences flexibility i-deals or not. Rousseau (2005) discusses that i-deals are obtained by star performers and long-standing employees indicating that organisational tenure does contribute to flexibility i-deal obtainment.

Figure 2 shows that 28.7% of the lawyers indicated that they have worked with their current employer for 1-3 years, 21.9% for 4-6 years, 14% for 7-9 years and 21% for more than 9 years. The organisational tenure mean is 3.02 (4-6 years). Research conducted by Walsh (2012) shows a tenure of 6.1 years and research by Ho and Tekleab (2016) revealed modal organisational tenure to be between 2 and 5 years. Flexibility i-deal research conducted in mainland Europe illustrates a much higher organisational tenure. For example, Bal and Boehm (2019) illustrate an

organisational tenure average of 17.64 years, Hornung et al. (2014) 10.26 years, Oostrom et al. (2016) 19 years, Hornung et al. (2008) between 16 and 18 years and Ng and Lucianetti (2016) 17 years. One can argue that these significant differences can be attributed to the differences in the market economies of the countries covered in the research. As this study is undertaken in the UK and is closer to the US in terms of market economy, it can be argued that the findings on organisational tenure are much closer aligned with research undertaken in the UK by Walsh (2012) and other flexibility i-deal research undertaken by Ho and Tekleab (2016), Lee and Chung (2019), Rosen et al. (2013) and Rousseau et al. (2009) in the US.

**Figure 2 Tenure**



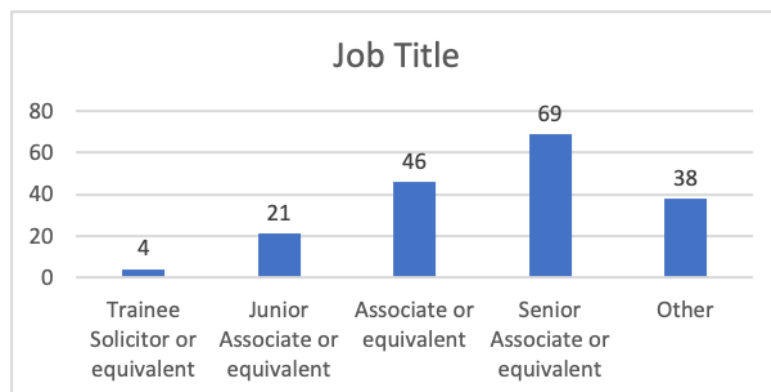
### 6.5.7. Job title

To further understand whether seniority influences obtainment of flexibility i-deals, this study asked the lawyers to state their current job title. Job titles were categorised as: trainee solicitor, junior associate, associate, senior associate and 'other'. For each job title 'or equivalent' was added. This is because law firms have a standardised performance and promotion process and so job titles slightly differ between firms. For example, research conducted by Walsh (2012) mentioned

assistants; legal assistants can cover a broad spectrum of employees such as paralegals or trainee solicitors. Similarly, some organisations have introduced the job title 'legal director', which is regarded as a position between senior associate and equity partner. However, not all firms have introduced this title and, for the majority of firms, legal directors are still seen as senior associates.

Figure 3 shows that the most mentioned job title is senior associate (n=69; 38.8%). The second most mentioned job title is associate (n=46; 25.8%).

**Figure 3 Job title**



Lawyers who did not identify themselves with a role within the traditional law firm trajectory were categorised as 'other'. Table 24 outlines the different job titles included in the 'other' category and the frequency of each title. The majority of lawyers who opted for the 'other' category were general counsel (n=7), in-house lawyer (n=6), knowledge lawyer (n=4), legal compliance (n=4) and professional support lawyer (n=7). All these job titles indicate individuals who are still practicing law; however, they are not on the traditional career path to becoming a partner. This means that, although these lawyers are working at law firms or legal departments in



industry firms, they are not on the partnership track. However, they are still expected to meet the same targets as lawyers who are aspiring to become a partner.

**Table 24 ‘Other’ job title**

<b>Job Title</b>	<b>Frequency</b>
Consultant	3
General counsel	7
In-house lawyer	6
Knowledge lawyer	4
Legal & compliance	4
Principal solicitor	7
Professional support lawyer	7
Total	38

### **6.5.8. Type of work**

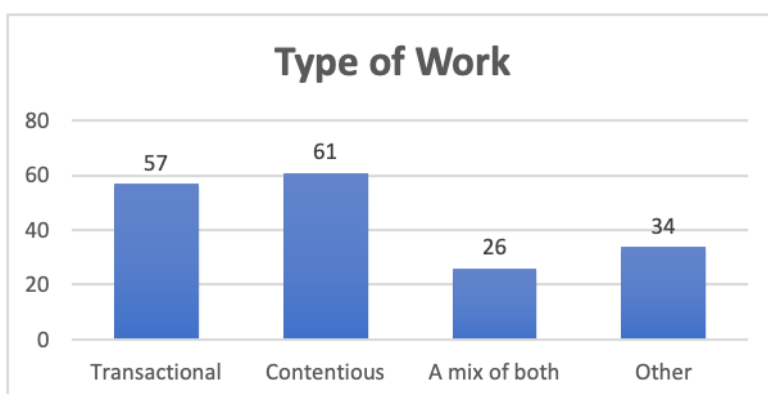
Lastly, the descriptive statistics illustrate the type of work the lawyers undertake. Here, the respondents were asked to choose from the following four choices: transactional, contentious, a mix of both or ‘other’. The choices were broken down in this manner because, as outlined in previous chapters. Contentious legal lawyers usually undertake work that is either transactional, contentious or advisory in nature work is also referred to as dispute resolution or litigation. Within this type of work, lawyers seek to resolve disputes between two or more parties, which often involves litigation, mediation, arbitration and a court hearing or a tribunal hearing. Examples of contentious legal work areas are: crime, family, employment, civil litigation,

commercial litigation, shipping, construction, immigration, personal injury and contentious probate.

Contrary to contentious legal work, transactional law does not involve a dispute. Transactional legal work is also referred to as non-contentious or non-litigious, and refers to transactions occurring between one or more parties, such as the sale or purchase of a house. Examples of transactional legal work areas are: conveyancing, commercial property, corporate finance, corporate commercial, shipping, aviation, energy, commercial contracts, wills and non-contentious probate.

Results show that 32% of lawyer respondents indicated their job is transactional, 35.3% contentious, 14.6% declared a mix of transactional and contentious and 19.1% chose 'other'.

**Figure 4 Type of work**



Firstly, it is important to draw attention to the split between transactional, contentious and the mix of both within this research. Research undertaken by Walsh (2012)

divided the sample by law specialisation rather than type of work. Law specialisation can easily be broken down into types of work, as specialists often focus on just one distinct area. These are often clearly either transactional or contentious, although there are some minor exceptions.

Table 25 shows the types of work classifications identified by Walsh (2012). In her research, 48.2% of the respondents stated they had a contentious role whilst 46.4% had a transactional role. This number is similar to the number of respondents in this research where 32% have transactional roles and 34.3% have contentious roles.

**Table 25 Type of work results from Walsh (2012)**

	<b>Law specialisation (%)</b>	<b>Type of work</b>
<b>Business, corporate &amp; commercial property law</b>	46.4	Transactional
<b>Civil litigation</b>	25.9	Contentious
<b>Probate and conveyancing</b>	13.0	Contentious
<b>Child and family legal work</b>	9.3	Contentious
<b>Other specialisation</b>	5.4	Other

However, it is also important to discuss the number of lawyers who have indicated that their role is other than contentious and transactional. Having analysed the data, it can be understood that the majority of lawyers who indicated that their job content is neither contentious nor transactional described their role as advisory or supportive.

As can be seen in Table 26, 10.7% of respondents indicated their ‘other’ role is advisory and 5.6% indicated their role is supportive. Lastly, 2.8% stated their role is regulatory or deals with compliance.

**Table 26 Type of work – ‘other’**

<b>Type of work</b>	<b>Frequency</b>
Advisory	19
Professional support and knowledge management	10
Regulatory and compliance	5
Total	34

### **6.5.9. Comparison to previous studies**

The previous subsections have described key information about the lawyers to help the reader have an overview of the characteristics of the research respondents. Table 27 provides key summary information from previous studies on i-deals.

**Table 27 Review of sample description**

<b>Authors</b>	<b>Country</b>	<b>Gender</b>	<b>Age</b>	<b>Tenure</b>	<b>Education</b>	<b>Job Title</b>	<b>Sample Size</b>
Bal et al. (2012)	The Netherlands	Not indicated	Mean = 42 years	Mean = 11 years	82% Vocational training 18% College degree or higher	71% Medical staff 27% Support staff 2% Higher level managers	N = 1083
Bal and Boehm (2019)	Germany	68% female	15% were <30 years  23% were 30 to 40 years  30% were between 41 and 50 years  32% were >50 years	Mean = 17.64 years	Not indicated	Public service	N = 19,780
Erden Bayazit and Bayazit (2019).	Turkey	43% female	Mean = 31.5 years	Mean = 8.9 years	Not indicated	White-collar managers and professionals working	N = 227
Ho and Tekleab (2016)	USA	54% male	Modal = 31 to 40 years	Modal = 2-5 years	Not indicated	Accounting/finance Marketing Information technology	N = 244
Hornung et al. (2009)	Germany	89.7% male	Mean = 53.34 years	Mean = 6 years	Their formal education was high, typically including college degrees in public administration, finance,	Not indicated	N = 263

					or law		
Hornung et al. (2011)	Germany	Wave 1: 46.5 % female	Wave 1: Mean = 39.4 years	Wave 1: Mean = 8.3 years	Not indicated	Wave 1: 37.1% resident physicians 29.6% fully licensed physicians 18.9% senior physicians 11.9% chief physicians 2.5% did not specify	N = 283
		Wave 2: 48.6% female	Wave 2: Mean = 38.8 years	Wave 2: Mean = 8.1 years	Not indicated	Wave 2: 46.5% resident physicians 26.7% fully licensed physicians 16.9% senior physicians 9.1% chief physicians 0.7% did not specify	
Hornung et al. (2014)	Germany	74.9% female	Mean = 37.01 years	Mean = 10.26 years	Not indicated	84% file workers 6.4% associate supervisors 9.6% supervisors	N = 187
Hornung et al. (2008)	Germany	Group 1: 41.5% female	Group 1: 43.01 years	Group 1: 18.11 years	Not specified	Accounting employees	N = 887
		Group 2: 56.2% female	Group 2: 41.32 years	Group 2: 15.81 years			
		Group 3:	Group 3:	Group 3:			

		15.5% female Group 4: 12.4% female	44.21 years Group 4: 44.13 years	18.04 years Group 4: 16.79 years			
Kelly et al. (2020).	Chile	Not indicated	Supervisors mean = 42 years  Employees mean = 37 years	Mean = 4 years	Not indicated	Not indicated	N = 64 Supervisors  N = 327 Employees
	Colombia	Not indicated	Supervisors mean = 39 years  Employees mean = 34 years	Supervisors mean = 8 years  Employees mean = 4 years	Not indicated	Not indicated	N = 30 Supervisors  N = 185 Employees
Las Heras et al. (2017b)	El Salvador	38% male	Supervisors mean = 39 years	Not indicated	57% undergraduate degrees 24% postgraduate degrees 12% other types of degrees 6% high school qualifications	Finance industry Hospitality industry	N = 186 Subordinates  N = 59 Supervisors

Las Heras et al. (2017a)	El Salvador	63.4% female	Mean = 35.19 years	Mean = 9.49 years	Not indicated	Not indicated	N = 142 Supervisors N = 520 Employees
Lee and Chung (2019)	USA	30% female	Mean = 35.46 years	Mean = 3.06 years	Not indicated	Not indicated	N = 176
Lee and Hui (2011)	China	48% male	Mean = 30 years	Mean = 5.35 years	95% college degree	Not indicated	N = 289
Liu et al. (2013)	China	Employees: 51.4% male Supervisors: 61% male	Employees mean = 36 years Supervisors mean = 38 years	Employee mean = 10 years Supervisor mean = 10 years	55.3% less than bachelor's degrees 34.6% bachelor's degrees 10.1% postgraduate degrees	Not indicated	N = 208
Ng Feldman (2015)	USA	46% female	Mean = 33.6 years	Mean = 7.1 years	97% degree holders	Not indicated	N = 265
	China	47% female	Mean = 35 years	Mean = 5.8 years	95% degree holders	Not indicated	N = 201
Ng and Lucianetti (2016)	Italy	Employees: 43% female Supervisors: 27% female	Employees mean = 42 years Supervisors mean = 46 years	Employee mean = 13.4 years Supervisor mean = 17 years	Not indicated	Wide variety of industries in the public sector and private sector	N = 406 Employees N = 82 Supervisors
Ostrom et al. (2016)	The Netherlands	35.7% female	Mean = 53 years	Median = 19 years	34.8% higher vocational education degree	Not indicated	N = 244



					30.3% academic degree		
Rosen et al (2013)	USA	64% female	Mean = 30.4 years	Mean = 47.9 months	Not indicated	43% retail/service 17% managerial 16% professionals 11% clericals	N = 257
Rousseau et al. (2009)	USA	88% female	Median = 41 - 45 years	Median = 4 - 5 years	27% high school 14.5% registered nurse 33.6% associate degree 19.1% bachelor degree 5.9% master's degree 3.4% missing	Clinical Clerical Technical Support	N = 265
Vidyarthi et al. (2013)	India	79% male	Mean = 26.32 years	Mean = 23.35 months	Education level of college or above	Computer engineers	N = 207 Employees  N = 39 Managers
Wang et al. (2018).	China	Employees: 54% male  Supervisors: 77% male	Employees mean = 37 years  Supervisors mean = 39.42 years	Employees mean = 5 years  Supervisors mean = 4.58 years	All respondents had at least an undergraduate degree.  48% of the respondents had some graduate education	66% research scientists or research analysts  5% upper-level office administrative personnel  19% other professionals	N = 177 Employee  N = 44 Supervisor

## **6.6. Validity and reliability of measuring instruments**

Validity and reliability are key indicators of the quality of a measuring instrument. Within i-deal literature, the majority of researchers seek to understand i-deals by conducting quantitative research via questionnaires. It is therefore of importance for researchers to control for known sources of error as well as for the reliability and validity of measurements used. This section outlines the reliability of the research measurements used and puts forward concerns about their validity.

### **6.6.1. Reliability**

Reliability is the extent to which a given measuring instrument produces the same result each time it is used – a measure of consistency (Saunders et al., 2007). Reliability measures how well a set of items measures a single uni-dimensional latent construct and is employed in this study to estimate the reliabilities of the variable groups in each part of the questionnaire. Rosnow and Rosenthal (1991) outline that reliability is of importance to consider when a psychological test is used to measure some attribute of behaviour. The three attributes of reliability are: homogeneity (also known as internal consistency), stability and equivalence. Homogeneity refers to the extent to which all items on a scale measure one construct. This can be tested using item-to-total correlation, split-half reliability, Kuder Richardson coefficient and Cronbach's  $\alpha$ . A Cronbach's  $\alpha$  coefficient indicates an average correlation amongst the items that have developed the scale. Amongst these assessments, Cronbach's  $\alpha$  is the commonly used test, ranging from 0 to 1

where an acceptable reliability score is deemed 0.7 and higher (Heale and Twycross, 2015). A test-retest and parallel form reliability tests the stability of reliability. Equivalence is assessed through inter-rater reliability.

### **6.6.2. Validity**

Validity is explored by investigating their causal relationship with other variables. Criterion validity of a questionnaire or measure is ‘the ability of some measures to correlate with other measures of the same construct’ (Zikmund, 2007: 302). Criterion validity is assessed to determine the relationship between score of a test and specific criteria. Content validity refers to the degree to which an instrument fully measures the construct of interest.

### **6.6.3. Flexibility i-deals**

Construct validity is most typically associated with newly established measures. The flexibility i-deal measure used in this research and developed by Hornung et al. (2008) is a previously tested and validated measure. Lawyers rated the extent to which they had ‘asked for and successfully negotiated individual arrangements different from their peers’ in terms of flexibility and development. The flexibility i-deal definition was subdivided into three options: ‘flexibility in starting and ending the working day’, ‘individually customised work schedule’, and ‘flexibility in work-related tasks’.

In this research, as with previous studies, the flexibility i-deal is conceptualised as a unidimensional construct (Covin and Lumpkin, 2011; Wales et al., 2013). The flexibility i-deal scale in this research demonstrated an acceptable reliability of ( $\alpha = 0.8$ ).

For this study, in order to ensure the validity of the measured variables, the measuring items with respect to each variable were drawn from the relevant literature (Table 28). Therefore, the variables are considered to be adequate to study this research phenomenon.

**Table 28 Measurements**

Measures	Author
Flexibility i-deal	Hornung et al. (2008)
Affective commitment	Meyer and Allen (1997)
ELMX	Kuvaas et al. (2007)
SLMX	Kuvaas et al. (2007)
Extra professional activities	Wallace (2004)

## 6.7. Results

### 6.7.1. Flexibility i-deal hypotheses

At this point it is of importance to revisit the research questions of this study. The research questions seek to address:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

**RQ2:** How are flexibility i-deals negotiated?

As previously described, this chapter seeks to investigate the first research question. Further contextual factors as well as the second research question will be addressed in the qualitative findings chapters of this thesis, Chapters 7-10.

In Chapter 2, the literature review chapter, five hypotheses were developed in order to answer the first research question of this thesis. The five hypotheses are as follows:

**Hypothesis 1:** ELMX is positively associated with flexibility i-deal obtainment.

**Hypothesis 2:** SLMX is negatively associated with flexibility i-deal obtainment.

**Hypothesis 3:** Extra professional activities are positively associated with flexibility i-deals.

**Hypothesis 4:** Family responsive work conditions (FRWC) are positively associated with flexibility i-deals.

**Hypothesis 5:** Affective commitment is positively associated with flexibility i-deals.

Common statistical techniques have been used to test the five hypotheses and answer the research questions. First, common method bias and multicollinearity were tested, followed by regression analysis.

## **6.7.2 Common method bias and multicollinearity**

In this section, the common method bias and multicollinearity will be discussed. It is important to discuss this, as previous research has highlighted how common method bias and multicollinearity is often experienced within research in the field of social sciences.

### **6.7.2.1. Common method bias**

Podsakoff et al. (2003) define common method bias as the difference that can be attributed to methods of measurement, rather than to the constructs represented by the measure. Common method bias is believed to inflate relationships between

variables measured by self-reports. Podsakoff and Todor (1985) argue that common method bias arises when self-reported measures are obtained from the same sample. Furthermore, Organ and Ryan state that studies that use self-reported ratings 'invite spuriously high correlations confounded by common method variance' (1995: 779).

Researchers have indicated a number of means of controlling common method bias. As research by Conway and Lance (2010) shows, common method bias can be reduced by carrying out a multitrait-multimethod study (MTMM). MTMM is an approach to assessing the construct validity of a set of measures in a study (Campbell and Fiske, 1959).

To apply MTMM designs, researchers assess multiple traits (i.e., psychological constructs) for a group of individuals using multiple methods that are maximally different. Correlation coefficients among the multiple constructs produced are then compared to evaluate convergent and discriminant validity. To ensure validity, correlations between the same trait assessed with different methods must be sufficiently large, and larger than those between different traits assessed with either the same or different methods. Finally, the same pattern of correlations should exist between traits within each method.

Considering that all of the variables were obtained from the same respondents (lawyers), variables intercorrelation might be influenced by common method bias.

Podsakoff and Organ (1986) advise that a principal component analysis is conducted on all variables used in the model.

### **6.7.2.2. Correlation Matrix**

A correlation matrix was computed for this study and is shown in Table 29, which also reports summary statistics. To reveal the strength, direction and nature of the relationships between the variables, Pearson's  $r$  analysis was used. Correlations between variables range from -1.00 to +1.00, with -1.00 indicating a perfect negative correlation, +1.00 indicating a perfect positive correlation and 0.00 indicating no relationship (Cohen et al., 2002). It should be noted, however, that correlation was completed to discover relationships, not causality, between variables (Bryman and Bell, 2011). The correlation coefficients illustrate no evidence that the regression results reported in the next section are distorted by multicollinearity.

### **6.7.2.3. Multicollinearity**

Multicollinearity among explanatory variables has received a lot of attention in econometric theory and in econometric texts (e.g., Goldberger, 1991; Greene, 2003; Wooldridge, 2015). Multicollinearity is a problem in multiple regression analysis that occurs when two or more independent variables are highly correlated (Field, 2012). There are numerous causes of multicollinearity. These range from the method of data collection employed, constraints in the population or on the model being



employed, statistical model specification and an overdetermined model (Su, 1996). Multicollinearity can inflate the variance of regression coefficient estimators and can therefore have negative consequences in the data analysis (Aczel, 2008).

Multicollinearity can be investigated by performing a variance inflation factors (VIF) analysis. A VIF score of 10 or greater indicates a problem of multicollinearity between the examined variables (Cohen et al., 2002; Mason and Perreault, 1991). It is suggested that developing a correlation matrix for variables can be applied to identify collinearity between variables (Hair et al., 2010).

Table 29 shows the VIF results of the variables of the hypotheses. VIFs in this study range between 1.05 and 2.01, well below the 10 cut-off value (Marquardt, 1970; Neter et al., 1989). The results show no evidence of significant multicollinearity.

**Table 29 Summary statistics and correlation matrix of successful flexibility i-deal obtainment (n=178)**

	Mean	SD	VIF	1	2	3	4	5	6	7	8	9	10	11	12	13
1. Flexibility i-deal	2.8493	1.139		1												
2.Age	1.8258	0.529	2.104	-0.225**	1											
3.PQE	4.09	1.255	2.050	-0.321**	0.628**	1										
4.Marital status	1.81	0.390	1.304	-0.09	0.062	0.231**	1									
5.Dependent children	1.42	0.494	1.421	0.139	-0.262**	-0.370**	-0.390**	1								
6.Adult care	1.89	0.310	1.099	0.04	-0.217**	-0.121	0.022	-0.041	1							
7. Job title	3.87	1.334	1.368	-0.247**	0.423**	0.277**	-0.027	-0.137	-0.117	1						
8.Tenure	3.02	1.361	1.200	-0.184*	0.296**	0.287**	0.008	-0.064	-0.128	0.185*	1					
9.FFWC	2.944	1.197	1.352	0.14**	-0.176*	-0.328**	-0.071	0.164*	0.075	-0.270**	-0.103	1				
10.ELMX	1.433	0.497	1.126	-240**	0.073	0.073	0.096	-0.184*	-0.029	-0.014	0.044	-0.206**	1			
11.SLMX	1.146	0.354	1.276	0.370**	-0.105	-0.208**	-0.212**	0.038	-0.063	-0.209**	-0.019	0.339**	-0.168*	1		
12.Affective commitment	1.477	0.500	1.050	0.185*	-0.068	-0.078	-0.036	0.084	0.003	-0.081	-0.090	0.168*	-0.108	0.050	1	
13.Extra professional activities	1.905	0.539	1.152	-0.018	-0.138	-0.029	0.077	0.065	-0.095	0.037	0.196**	0.027	0.071	0.014	-0.081	1
										**Correlation is significant at the 0.01 level (2-tailed).						
										*Correlation is significant at the 0.05 level (2-tailed).						

### 6.7.3. Logistic regression

Logistic regression is a model for predicting categorical outcomes from categorical and continuous predictors. Binary logistic regression seeks to predict outcomes of only two categories whereas multinomial logistic regression seeks to predict membership of more than two categories (Field, 2018). To test the research hypotheses, seven regression analyses were run. A logit regression was run of the binary flexibility i-deal variable in order to test the hypotheses.

The regression was run for the dependent variable flexibility i-deal. The first model included the control variables, age, PQE, dependent children, marital status and adult care. The second model included flexibility i-deal measure, the control variables as well as flexibility. Tables 30-32 provide a full illustration of the logit regression table. To compare the results of flexibility i-deal logit regression conducted in this study with previous studies that used flexibility i-deals as a dependent variable, Table 30 further illustrates the coefficient and significance level of variables included in previous flexibility i-deal research.

#### **Model 1**

The first model for control variables was statistically significant  $\chi^2 (7) = 42.572$ ,  $p < .000$ . The first model explained 28.7% (Nagelkerke  $R^2$ ) of the variance and correctly classified 68.7% of cases. 'Dependent children' was statistically significant

at the 0.01 level. Individuals with dependent children therefore have a higher likelihood to obtain a flexibility i-deal.

## **Model 2**

The second model includes the control variables, and the dummy variables related to FRWC were added. The second model was statistically significant  $\chi^2 (9) = 48.941$ ,  $p < .000$ . The second model explained 32.4% (Nagelkerke  $R^2$ ) of variance and correctly classified 75.3% of cases. Within the second model, 'FRWC (some)' was significant at the 0.000 level and 'FRWC (moderate)' at the 0.05 level. 'Dependent children' was also significant at the 0.01 level. This means that individuals who working in organisations with FRWC are more likely to obtain flexibility i-deals.

## **Model 3**

The third model includes the control variables, and the dummy variables related to ELMX were added. The third model was statistically significant  $\chi^2 (9) = 48.941$ ,  $p < .000$ . The third model explained 32.4% (Nagelkerke  $R^2$ ) of variance and correctly classified 75.3% of cases. Within the third model, 'Dependent children' and 'ELMX' were significant at the 0.05 level. This means that individuals with high ELMX were more likely to obtain a flexibility i-deal.

#### **Model 4**

The fourth model includes the control variables, and the dummy variables related to SLMX were added. The fourth model was statistically significant  $\chi^2 (9) = 43.950$ ,  $p < .000$ . The fourth model explained 29.5% (Nagelkerke  $R^2$ ) of variance and correctly classified 70.8% of cases. The fourth model showed no significance of 'SLMX' and significance at the 0.01 level for 'Dependent children' and obtainment of flexibility i-deal. This means that SLMX does not influence the obtainment of flexibility i-deals.

#### **Model 5**

The fifth model includes the control variables, and the dummy variables related to affective commitment were added. The fifth model was statistically significant  $\chi^2 (9) = 45.283$ ,  $p < .000$ . The fifth model explained 30.3% (Nagelkerke  $R^2$ ) of variance and correctly classified 71.9% of cases. Within this model, 'age 45-54' was significant at the 0.05 level, and 'Dependent children' at the 0.01 level. 'Affective commitment' was not significant in this model. This indicates that age influences obtainment of a flexibility i-deal.

#### **Model 6**

The sixth model includes the control variables, and the dummy variables related to extra professional activities or also known as business development activities were added. The sixth model was statistically significant  $\chi^2 (9) = 44.120$ ,  $p < .000$ . The sixth model explained 29.6% (Nagelkerke  $R^2$ ) of variance and correctly classified 72.5% of cases. In this model 'Dependent children' was significant at the 0.01 level but 'Extra

professional activities' was not significant. This indicates that extra professional activities does not influence the obtainment of a flexibility i-deal.

### **Model 7**

The seventh model includes the control variables and all of the independent variables. The seventh model was statistically significant  $\chi^2 (18) = 79.053, p < .000$ . Model 7 is the full model and explained 48.3% (Nagelkerke  $R^2$ ) of variance and correctly classified 80.9% of the cases. This model illustrated that 'Dependent children', 'FRWC (moderate)' and 'Affective commitment' were significant at the 0.05 level and FRWC (some) at the 0.000 level.

'SLMX' and 'External networking' are statistically insignificant in this model and there is therefore no evidence to support hypotheses 2 and 3.

**Table 30 Logit models of flexibility i-deal obtainment**

	<b>Model 1</b>	<b>Model 2</b>
Age 34 and under	-.375 (.836)	-.112 (.890)
Age 35 - 44	-.981 (.726)	-.839 (.761)
Age 45 - 54	-1.402 (.726) ****	-1.153 (.788)
PQE	-.653 (.474)	-.516 (.5005)
Marital status	-.165 (.479)	-.044 (.5112)
Childcare	-1.302 (.396)**	-1.444 (.432)**
Adult care	.722 (.567)	.802 (.611)
FRWC not	-----	-.90 (.563)
FRWC some	-----	-1.962 (.563)*
FRWC moderate	-----	-.929 (.462)***
ELMX agree	-----	-----
ELMX middle	-----	-----
SLMX agree	-----	-----
SLMX middle	-----	-----
Affective commitment agree	-----	-----
Affective commitment middle	-----	-----
External networking less	-----	-----
External networking 1 - 2	-----	-----
Constant	1.707	2.077

	(.844) <sup>***</sup>	(.915) <sup>***</sup>
-2 Log likelihood	198.405 <sup>**</sup>	181.072 <sup>**</sup>
Cox & Snell R <sup>2</sup>	.213	.286
Nagelkerke R <sup>2</sup>	.287	.385
Percentage correctly classified	68.7	75.3

\* Significant at the 0.000 level; \*\* Significant at the 0.01; \*\*\* Significant at the 0.05 level; \*\*\*\* Significant at the 0.10 level.



**Table 31 Logit models of flexibility i-deal obtainment (continued)**

	<b>Model 3</b>	<b>Model 4</b>
Age 34 and under	-363 (.862)	-356 (.848)
Age 35 - 44	-.890 (.749)	-.959 (.735)
Age 45 - 54	-1.328 (.775) ****	-1.371 (.765) ****
PQE	-.706 (.486)	-.577 (.481)
Marital status	-.229 (.499)	-.032 (.494)
Childcare	-1.277 (.403)***	-1.363 (.406)**
Adult care	.784 (.561)	.692 (.570)
FRWC not	-----	-----
FRWC some	-----	-----
FRWC moderate	-----	-----
ELMX agree	-.063 (.488)	-----
ELMX middle	.898 (.399) ***	-----
SLMX agree	-----	-.636 (.543)
SLMX middle	-----	-.501 (.602)
Affective commitment agree	-----	-----
Affective commitment middle	-----	-----
External networking less	-----	-----
External Networking 1-2	-----	-----

Constant	1.393	2.075***
-2 Log likelihood	192.035**	197.026**
Cox & Snell R <sup>2</sup>	.240	.219
Nagelkerke R <sup>2</sup>	.324	.295
Percentage correctly classified	59	70.8

\* Significant at the 0.000 level; \*\* Significant at the 0.01; \*\*\* Significant at the 0.05 level; \*\*\*\* Significant at the 0.10 level.

**Table 32 Logit models of flexibility i-deal obtainment (continued)**

	<b>Model 5</b>	<b>Model 6</b>	<b>Model 7</b>
Age 34 and under	-.408 (.852)	-4.96 (.845)	-.121 (1.039)
Age 35 - 44	-1.060 (.742)	-.940 (.730)	-.639 (.887)
Age 45 - 54	-1.523 (.773)***	-1.351 (.757)****	-1.302 (.896)
PQE	-.626 (.476)	-.788 (.492)	-.491 (.573)
Marital status	-.165 (.484)	-.241 (.488)	-.378 (.594)
Childcare	-1.320 (.402)**	-1.312 (.399)**	-1.479 (.476)***
Adult care	.702 (.572)	.698 (.577)	.965 (.643)
FRWC not	-----	-----	.122 (.658)
FRWC some	-----	-----	-2.742 (.700)*
FRWC moderate	-----	-----	-1.093 (.531)***
ELMX agree	-----	-----	.186 (.577)
ELMX middle	-----	-----	1.515 (.498)
SLMX agree	-----	-----	.489 (.687)
SLMX middle	-----	-----	-.048 (.709)
Affective commitment agree	-.054	-----	-1.058

	(.667)		(.833)
Affective commitment middle	-.640 (.681)	-----	-1.940 (.888)***
External networking less	-----	.594 (.486)	.907 (.569)
External networking 1-2	-----	.465 (.681)	1.126 (.789)
Constant	2.051***	1.404	2.155
-2 Log likelihood	195.693**	196.856**	161.924**
Cox & Snell R <sup>2</sup>	.225	.220	.359
Nagelkerke R <sup>2</sup>	.303	.296	.483
Percentage correctly classified	71.9	72.5	80.9

\* Significant at the 0.000 level; \*\* Significant at the 0.01; \*\*\* Significant at the 0.05 level; \*\*\*\* Significant at the 0.10 level.

**Table 33 Coefficient and significance level of variables included in previous flexibility i-deal research using flexibility i-deals as a dependent variable**

Author(s)/year	Variables	Coefficient
Vidyarthi et al. (2013)	Employee age (years)	4.55
	Job tenure (months)	20.96
	Sex similarity	0.44
	Flexibility i-deal	1.39
	POS	1.22
	Career satisfaction	1.47
	Manager age (years)	4.23
	Manager tenure (months)	29.46
Hornung et al. (2008)	Gender	0.05
	Age	-0.09**
	Part-time	0.37**
	Telecommuting	0.29**
	Fieldwork	-0.23**
	Affective commitment	-0.04
	Work-family conflict	-0.12**
	Performance expectation	-0.01
	Overtime	-0.08*
Kelly et al. (2020)	Supervisor emotional support	0.96
	Schedule flexibility i-deal	0.81
	Family performance	0.94
	Deviant behaviours	0.83
	Family friendly work environment	0.87
	Prosocial motivation	0.92
Las Heras et al. (2017b)	Availability of FWP	0.92
	Flexibility i-deal	0.76
	Family performance	0.89
	POS	0.92
	Hindering work demands	0.87

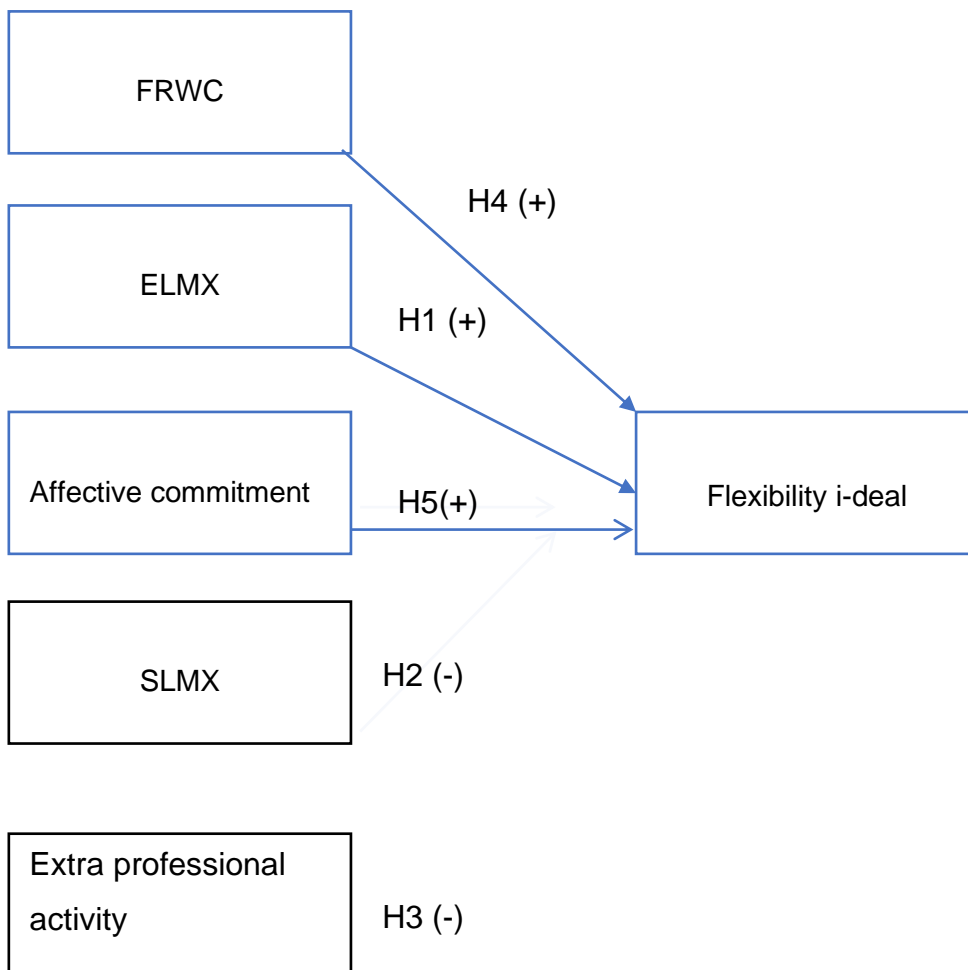
**Table 34 Quantitative results – summary**

<b>Hypotheses</b>	<b>Findings</b>
<b>Hypothesis 1:</b> ELMX is positively associated with flexibility i-deal obtainment.	Supported
<b>Hypothesis 2:</b> SLMX is negatively associated with flexibility i-deal obtainment.	Supported
<b>Hypothesis 3:</b> Extra professional activities are positively associated with flexibility i-deals.	Not Supported
<b>Hypothesis 4:</b> Family responsive work conditions (FRWC) are positively associated with flexibility i-deals.	Supported
<b>Hypothesis 5:</b> Affective commitment is positively associated with flexibility i-deals.	Supported

## 6.8. Discussion of key quantitative findings

In this section, the key quantitative research findings are presented in two subsections. First, the findings revealing the contextual factors to flexibility i-deal obtainment will be discussed. This will be followed by a discussion of the findings related to the outcome of flexibility i-deal negotiations. Figure 5 revisits the models and hypotheses of the contextual factors and outcomes of flexibility i-deal obtainment in light of the research results

**Figure 5 Model and hypotheses**



### 6.8.1. Contextual factors of flexibility i-deal obtainment

The main aim of this chapter was to investigate the contextual factors and outcomes of flexibility i-deal obtainment amongst female E&W qualified lawyers in the UK. As described in the introduction, (flexibility) i-deal literature has so far neglected to illustrate a pattern in the findings that understand the contextual factors of the obtainment of i-deals. It is believed this is partly due to the research designs used to study i-deals offering only weak forms of evidence (Conway and Coyle-Shapiro, 2015). In order to answer this study's research questions, five hypotheses were formed.

The first two hypotheses sought to answer the following:

**Hypothesis 1:** ELMX is positively associated with flexibility i-deal obtainment.

**Hypothesis 2:** SLMX is negatively associated with flexibility i-deal obtainment.

Research has generally shown that the characteristics of employees and managers both play important roles in the formation of individual-level i-deals. Scholars such as Liao et al. (2016) also outline that LMX is of significant importance in flexibility i-deal obtainment. As previously described, the LMX theory hypothesises that a relationship of a differential quality is formed by supervisors with subordinates (Graen and Uhl-Bien, 1995). As a result, individuals form high-quality LMX relationships characterised by mutual trust, loyalty and reciprocation, whereas low-quality LMX subordinates tend to receive less assistance (e.g., fewer resources and information) from supervisors (Liden et al., 1997). Given the core belief of LMX theory, which is consistent with the



social exchange theory based on trust, loyalty and reciprocation, LMX should be positively associated with i-deal obtainment.

As a result, several scholars have proposed that LMX has a positive relationship with flexibility i-deal negotiation. For example, Hornung et al. (2014) and Rosen et al. (2013) have illustrated positive associations between flexibility i-deals and LMX, and Ho and Tekleab (2016) suggest that LMX is a significant moderator for flexibility i-deal obtainment. Rousseau et al. (2009) show a negative association between flexibility i-deals and SLMX, and a positive association between flexibility i-deals and ELMX.

It is important to mention that, although all research papers mentioned above illustrate a positive relation to an i-deal dimension and LMX, several different scales were applied to test hypotheses. For example, Ho and Tekleab (2016) and Hornung et al. (2014) applied the Scandura and Graen (1984) scale whereas Rosen et al. (2013) used the Graen et al. (1982) scale adapted by Maslyn and Uhl-Bien (2001) whilst Rousseau et al. (2009) applied the Shore et al. (2006) scale.

This research study sought to partly access the contextual factors that lead to the successful obtainment of flexibility i-deals by measuring ELMX and SLMX using the Kuvaas et al. (2012) scale. Kuvaas et al. (2012) propose that the LMX relationship can be presented by both SLMX and ELMX. The qualities of the ELMX have been described as transactional, contractual, out-group and quid pro quo, and is believed to be a low-quality relationship where both the leader and follower expect direct reciprocity characterised by a short-term economic exchange of behaviours. In

contrast, SLMX is believed to entail relational, in-group qualities associated with high-quality relationships where long-term generalised reciprocity is the norm (Goodwin et al., 2009; Sparrowe and Liden, 1997).

Taking into account the employment conditions within UK law firms and the emphasis on billing targets, this thesis hypothesised that ELMX is positively associated with flexibility i-deal obtainment and SLMX is negatively associated with flexibility i-deal obtainment. The testing of the results supported these hypotheses. Aligned to research findings by Rousseau et al. (2009), it can be argued that flexibility i-deals are related to ELMX rather than SLMX. As described in the literature review chapter, it can be argued that the concrete, tangible and universalistic nature of flexibility i-deals (Guerrero and Bentain, 2015; Rousseau et al., 2006), as well as the environment in which flexibility i-deals are obtained, influence a LMX relationship that is more conducive to successful flexibility i-deal obtainment.

As described in Chapter 3 – the context of the UK legal sector, it has been established that hyper-competitiveness, workplace surveillance and billable hours metrics are important components of an employment relationship within UK law firms. This employment environment, which is characterised by hard HRM practices and transactional employment relationships, influences how LMX is valued and interpreted in the legal sector. The legal environment employs digital Taylorist practices as well as promotes workplace surveillance as a way of controlling and monitoring employees' performances. For example, if the organisational culture communicates that the billable hours metrics are the path to progression and

promotion, and if competitiveness is nurtured and supported throughout all levels of the employment hierarchy, then individuals will emphasise these behaviours and values as they know that these will lead to more opportunities. As described in the law firm chapter, Ball (2010) describes that organisations communicate the behaviours they expect and value from their employees by illustrating that monitored tasks are deemed more valuable or critical than non-monitored ones. Therefore, employees pay greater attention to the monitored tasks as well as greater importance to the behaviours that this monitoring reinforces.

The findings of this chapter therefore illustrate that the employment relationship as well as employment practices influence the extent to which flexibility i-deals respond to ELMX as well as SLMX. Future research should therefore shed light on the extent to which other employment practices aside from workplace surveillance and digital Taylorist practices influence the LMX relationship and, consequently, flexibility i-deal obtainment.

A third contextual factor this research sought to address was the extent to which extra professional activities are associated with flexibility i-deal obtainment. The third hypothesis therefore sought to answer the following:

**Hypothesis 3:** Extra professional activities are positively associated with flexibility i-deals.

Literature on lawyers' employment conditions shows that, in addition to meeting performance targets, lawyers are required to engage in networking activities throughout the day, in the evenings and sometimes at weekends (Wallace, 1999). Networking is considered to be an element of a lawyer's social capital and pivotal to their business development. Chapter 4, the theoretical framework chapter, highlighted the extent to which social capital is perceived as important within the legal sector and therefore often used as a theoretical framework to explain the relation between variables. The study therefore hypothesised that external networking requirements are associated with flexibility i-deal obtainment. This study did not support this hypothesis.

Although extra professional activities are perceived as an important element that fosters growth, the actual activity does not account or contribute to billable hours targets (Omari, 2010). As Omari (2010) describes, lawyers are required to perform these tasks in addition to meeting billable hours goals. Therefore, any extra professional activities undertaken by a lawyer is irrelevant in the obtainment of flexibility i-deals. The findings of this study illustrate that, although building relationships with clients is pivotal to lawyers' promotion opportunities and progression, this activity does not assist in the obtainment of flexibility i-deals.

A fourth contextual factor this research addressed was the extent to which FRWC influences how flexibility i-deals can be obtained. The framed hypothesis 4 is:

**Hypothesis 4:** Family responsive work conditions (FRWC) are positively associated with flexibility i-deals.

As research findings by Liao et al. (2016) illustrate, a supportive organisational climate fosters the obtainment of i-deals. This research study supported this hypothesis as well as the statement made by Liao et al. (2016). According to the quantitative findings, FRWC is positively associated with the negotiation of flexibility i-deal, supporting the hypothesis.

### **6.8.2. Outcomes of flexibility i-deal negotiations**

I-deal research has been criticised by the inconsistent and varied outcomes of variables (Conway and Coyle-Shapiro, 2015), with flexibility i-deal research demonstrating both positive and negative outcomes in areas such as job satisfaction, commitment, and turnover intention. To assess outcomes of successful i-deal negotiations, the fifth hypothesis of this research sought to address the following:

**Hypothesis 5:** Affective commitment is positively associated with flexibility i-deals.

This chapter is dedicated to analysing the extent to which affective commitment is associated with flexibility i-deal negotiation and obtainment. Affective commitment refers to an employee's emotional attachment to – and involvement with – the employing organisation (Cole and Bruch, 2006; Meyer and Allen, 1997). The quantitative tests of this study have supported this hypothesis.

Findings by Ho and Tekleab (2016) illustrated that flexibility i-deals were not associated with affective commitment but that developmental, task and financial i-deals were. In contrast, further research findings by Liao et al. (2016) show that affective commitment is positively related, but their study focused on eastern cultures. This is also the case with research undertaken by Liu et al. (2013) who illustrate a significant positive relationship of flexibility i-deals and affective commitment in their research study conducted in China. They also argue that cultural differences appear to contribute to these distinctions found in research results. This thesis aims to add to the existing body of i-deal research by proposing that employment conditions may also contribute to these distinctions in results.

As previously stated, this study is the first to investigate flexibility obtainment, negotiation and outcomes for UK-based professional service employees. It will show that the employment context as well as the national context and working condition influence the variable outcomes.

All the studies above were conducted in different national and employment contexts. The study by Ho and Tekleab (2016) investigated the phenomenon by studying alumni in the US, and research by Hornung et al. (2008) was conducted in a public tax administration department in Germany. Liao et al. (2016) carried out their qualitative meta-analytical review and the study by Liu et al. (2013) was conducted using two companies in China. No further specification of the type of work or industry was provided by the authors.

The variety of national settings as well as employment settings illustrates that these factors are of importance when evaluating flexibility i-deals and outcomes. It is believed that the national or/and employment context influences the extent to which employees become emotionally attached to – and become involved with – the employing organisation. Taking into account the long-hours working culture and the associated commitment to the profession of lawyers, it is believed that these often harsh employment conditions increase an individual's affective commitment when flexible i-deals are obtained.

## **6.9. Chapter summary**

The main aim of this chapter was to conduct quantitative analyses to discover relationships between dependent variables, independent variables and control variables. This chapter detailed the statistical analyses used in the research to examine the data, to assess relevant constructs' validity and reliability, and to test proposed hypotheses. The sample descriptive statistics of female lawyers presented the data systematically and meaningfully. A Chi-Square test was performed to identify any concerns regarding non-response bias, but no bias was detected.

Five hypotheses were developed in the literature review chapter and tested in this quantitative analysis chapter by applying binary logistical regression. Tables 30-32 show the results for each hypothesis tested in this chapter. A hierarchical regression analysis was performed to test the hypotheses regarding flexibility i-deal obtainment. The hierarchical regression analysis supported H1, H2, H4 and H5 but not H3. Tables

30-32 present a comprehensive list of the hypotheses investigated in this study, along with whether or not they are supported.

Quantitative results show that having children, ELMX, affective commitment, age and FRWC are positively and significantly statistically related to the obtainment of flexibility i-deals.

The above study and discussion have deliberately followed a course of research testing in order to draw attention to some of the flaws within the quantitative research design of flexibility i-deals. Although the study was able to test hypotheses that explain the contextual factors and outcome of flexibility i-deals, findings are inconsistent with some previous LMX and affective commitment findings within flexibility i-deal research. As a preliminary study, however, it does seem to have lent empirical substance to the understanding of contextual factors and outcomes of flexibility i-deal obtainment. This shows that a purely quantitative approach to flexibility i-deal research is insufficient and that narratives with i-dealers and managers may provide a complete understanding of the contextual factors as well as the actual i-deal negotiation process – both from the individual perspective and from the organisational perspective.

In the upcoming qualitative chapters, a continuation and extension to the contextual factors of flexibility i-deal research shall be provided. To further understand the contextual factors as well as the negotiation process of flexibility i-deals, 23 one-to-one interviews were conducted with female E&W qualified lawyers in the UK. The



combination of the qualitative and quantitative results will enhance the validity of the conclusions (Bryman and Bell, 2007). The findings of the qualitative interviews are revealed in the next chapters.

## **Chapter 7      Qualitative findings I - How flexibility i-deals differ from FWAs**

### **7.1. Chapter introduction**

The last chapter illustrated extensively that it is insufficient to reach conclusions on i-deals in the workplace based purely on quantitative analyses. Different scholarly research has proven this by propounding different outcomes of, for example, the relationship between i-deals and affective commitment. It is therefore argued that the relationship between i-deals and variables is more complex, and a qualitative account to add to these would provide a welcomed holistic picture of contextual factors, negotiations of flexibility i-deals amongst female E&W qualified lawyers in the UK.

In this second part of the study, flexibility i-deals will be addressed applying a qualitative approach. Participants from the first research study participated in semi-structured qualitative interviews to further explain the factors that influenced the successful negotiations of their flexibility i-deals as well as the negotiation process. Whereas the quantitative chapter and all previous quantitative research so far explained a linear relationship between variables, the qualitative narratives will provide an explanation of why certain contextual factors are deemed important and will deconstruct the flexibility i-deal negotiation process.

Since flexibility i-deals and FWAs have some overlapping features, this chapter seeks to highlight how participants' flexibility i-deal differs from FWAs. Bal and Lub (2015) suggest that the interplay between formal FWAs and flexibility i-deals should be further investigated as it might be easier to obtain a formal FWAs than negotiate a flexibility i-deal. Further this chapter illustrates the extent to which research participants seek workplace flexibility to assist with their kaleidoscopic career choices.

In order to do so, this study chapter demonstrates the differences between FWAs and flexibility i-deals. Table 35 illustrates the flexibility i-deals that have been negotiated by the research participants as well as the career needs (authenticity, balance or challenge) the research participants aimed to achieve with the flexibility i-deal negotiation. The next chapter section seeks to identify how flexibility i-deals differ from formal FWAs as well as why participants have negotiated flexibility i-deals in the first place. This will add to the qualitative literature conducted by Bal (2017b) as well as the research undertaken by Rousseau et al. (2009).

## **7.2. Differences between FWAs and flexibility i-deals**

As introduced in the literature review chapter, flexibility i-deals and FWAs have common characteristics. Both concepts focus on understanding employees' non-work needs by providing them with time and location-based flexibilities (Leslie et al., 2012). Flexibility i-deals are not formal HR policies as they constitute individualised arrangements negotiated by employees (Bal, 2017a), whilst FWAs are organisational practices that help employees to decide when and where work is conducted (Allen et

al., 2013; Hill et al., 2008). Therefore, contrary to flexibility i-deals, FWAs are part of an HR system in an organisation that is available to all employees (Bal and Rousseau, 2015). Whilst there is a distinction between FWAs and flexibility i-deals an interrelatedness of these two can be found. Research conducted by O'Neil et al. (2008) argues that flexibility can exist beyond the boundaries of standard corporate policies and practices. The authors argue that the use of different types of flexibility can be encouraged within organisations if organisations have systems in place that encourages employee recommendations for improved work schedules (O'Neil et al., 2008) for example by allowing the request and negotiation of flexibility i-deals.

To highlight that research participants have negotiated a flexibility i-deal and not obtained an FWAs, the research interviews started off by discovering what sort of flexibility i-deals participants have negotiated and the extent to which it differed from FWAs or supplemented FWAs. Taking the women's careers literature into account, the research interviews also highlight the extent to which the obtainment of flexibility i-deals enabled them to obtain 'authenticity', 'balance' or 'challenge' for their careers.

As illustrated in Table 35, the type and scope of flexibility i-deals negotiated varied significantly amongst research participants. Overall research participants reported that the flexibility i-deal they negotiated enabled them to better reconcile their work with their non-work demands, in particular childcare, and have more ownership of their working day. When looking into the kaleidoscope career model developed by Sullivan and Mainiero (2007), this finding can be categorised as 'balance'. Balance refers to combining personal life with work, which can be done in different ways, from

adjusting their careers to fit their personal life to full or partial opting out of the workforce. As one participant said:

I've dropped to four days a week. If I wanted to work a long day and a short day the next, fine. If I wanted to work my non-working day and save it as holiday to have as a week that's fine. If I wanted to come in early and leave early, that's fine. If it's a nice day and I wanted to do something, then I would leave and catch up later. (Christina)

Beyond explaining that negotiating a flexibility i-deal enabled participants to have more ownership of their working lives and balance in their careers, participants also suggested that negotiating a flexibility i-deal provided them with more flexibility than they would have received if they had requested an FWAs. For example, one interviewee said:

[Flexible work] policy doesn't mean anything, that's what I'm trying to say. And I was fortunately always in the position that I actually was given more flexibility [through negotiation a flexibility i-deal] than the HR policy. You know, if I went through a formal process, I probably get less flexibility than I actually had. (Rebekkah)

Findings of this research also reveal that the negotiation of a flexibility i-deal and the obtainment of an FWAs were not mutually exclusive. It was suggested that research

participants often negotiated a flexibility i-deal in addition to the FWAs they have formally requested. Similar findings were reported by Rousseau et al. (2009). Participants were unanimous in the view that the formal FWAs often did not provide them with the desired degree of flexibility and therefore they had opted to negotiate a flexibility i-deal in addition to the FWAs. The two narratives below demonstrate the type of flexibility i-deal research participants have negotiated in addition to an FWAs.

So I work a nine-day fortnight. So, five days, one week, four days next. And then I work from home, depending on the week, two days or one day so when I'm working four days I work one day from home when I work five days a week, I work two days from home. So I am in the office three days a week. (Jill)

I work three days a week, if that's what you mean by flexible. So it's part time. It's written down as being three specific days. But, in practice, I do the equivalent of a three-day week, but that could be spread out however it needs to be. (Imani)

In addition to negotiating flexibility i-deals as a result of perceiving formal FWAs as insufficient, participants also described that they have negotiated flexibility i-deals as a means to obtain flexibility within firms that do not have a formal FWP. To achieve balance between their different life roles, research participants suggested that they needed to negotiate a flexibility i-deal in order to continue with their careers. This is in particular of importance within the legal profession, where employment structures are traditional (male) model of continuous employment and where women are known to

leave the legal profession as they face challenges and barriers when seeking to reconcile work with other life responsibilities such as childcare (Noonan and Corcoran, 2004; Adjei et al., 2013; Kay and Brockman 2001, Epstein et al., 2006; Dinovitzer et al., 2009). Talking about the absence of a formal FWP, one interviewee said:

We don't have a formal working from home policy. The firm's policy in general has been that we all work in the office space. But I have to work from home for practical reasons. That's why I asked to work from home sometimes. I tend to flick in and flick out and work on the basis that as long as I'm meeting my targets and the hours, it doesn't really matter much. (Lola)

### **7.3. Flexibility i-deals negotiated by participants**

The i-deal literature emphasises that i-deals are composed of four main features and that these idiosyncratic features may vary among employees (Rousseau et al., 2006). The four features of i-deals indicate that i-deals (i) are individually negotiated by either the employer or the employee; (ii) are heterogeneous and differ from the work conditions that other employees have; (iii) benefit both employer and employee; and (iv) vary in scope.

Table 35 illustrates the scope and heterogeneity of the flexibility i-deals that research participants have negotiated. Aligned to the i-deal literature, the table illustrates that the flexibility i-deal negotiation extends from having negotiated one idiosyncratic deal

to being granted a fully idiosyncratic position. For example, one research participant, Karen, negotiated to work remotely in another country whereas Doreen is on a formal four-day work schedule and has additionally negotiated to work from home once a week as well as leave the office earlier twice a week. Therefore, the findings of this study illustrate that the flexibility i-deal negotiated varies as well as the scope or degree of flexibility that is granted to the individual. These findings are consistent with existing i-deal literature and further contribute to the understanding of the complexity of i-deal requests made and granted by individuals

Table 36 illustrates the reasons why individuals seek to negotiate a flexibility i-deal and Chapter 3 discussed that women's private life and responsibilities and career decisions are interconnected (O'Neil et al., 2008). As illustrated by research conducted by O'Neil et al. (2011) and O'Neill and Jepson (2019), women's life roles influence their career choices and their needs may shift from challenge in their early careers, balance in their mid-careers and authenticity in later stages of their careers (Sullivan and Mainiero, 2007). Whilst this thesis aims to primarily investigate the contextual factors and negotiation of flexibility i-deals, findings show that the negotiation of flexibility i-deals is motivated by changes in women's private life and changes in their non-work responsibilities and interest (see Table 36).

Therefore, Table 35 also takes the kaleidoscope career model into account and seeks to exhibit how research participants' negotiated flexibility i-deals assist them to achieve their career needs of either 'authenticity', 'balance' or 'challenge'. Overall research participants sought to gain balance (74%) in their careers by negotiating a flexibility i-deal that allows them to reconcile work with other life roles and



responsibilities. 26% of the research participants indicated that the obtainment of a flexibility i-deal enabled them to gain more authenticity. In the data analysis no link to 'challenge' was identified. This might be due to the age, post qualification experience and status of the research participants. The majority of research participants are over 35 years of age, have practised law for more than nine years and hold senior associate or partner status. Sullivan and Mainiero (2007) argue that challenge is usually a career choice for women in their early careers, whereas women in their mid-careers seek for balance as they often find themselves in a 'sandwich caring position' responsible for childcare as well as elderly care.

**Table 35 Negotiated flexibility i-deals**

<b>Participant</b>	<b>Flexibility i-deal negotiated</b>	<b>Kaleidoscope Career Model</b>
Amy	Starts work late Works 3 - 4 days per week	Balance
Barbara	Works remotely	Authenticity
Christina	Works from home 1 - 2 times per week	Balance
Claire	Works three days per week spread over five days	Balance
Denise	N/A	Balance
Doreen	Leaves work early on two days per week Works from home once a week Works four days a week	Balance
Hannah	Works 3 - 4 days per week organised around childcare responsibilities	Balance
Helen	Starts earlier and finishes earlier to fit around train	Authenticity
Henrietta	Works remotely for 3 days Works in the office one day a week	Balance
Imani	Works three days per week spread over five days	Balance
Jill	Nine-day fortnight Works from home 1 - 2 times per week Leaves the office at 5pm every day	Balance
Karen	Works remotely	Authenticity

Kate	Works three days per week spread over five days	Balance
Kelly	Works from home 1 - 2 times per week	Balance
Linda	Nine-day fortnight Works from home 1 - 2 times per week	Authenticity
Lola	Leaves work early on two days per week Works from home once a week	Balance
Mandy	Starts work early and leaves early Works from home 1 - 2 times per week	Balance
Michaela	N/A	Balance
Nia	Works three days per week spread over five days	Balance
Rebekkah	Works from home 1 - 2 times per week Works around childcare	Balance
Sabrina	Works remotely and visits team once a month	Authenticity
Sarah	Leaves work early on two days per week Works from home once a week	Balance
Suzie	Works flexibly whenever needed Works from home once a week	Authenticity

*\*All participants were given a pseudonym to protect their identity*

## 7.4. Summary

The main aim of this section of the chapter was to highlight the differences between flexibility i-deals and FWAs. Having touched upon the literature as well as participants' responses, this section illustrated that FWAs and flexibility i-deals are two distinct concepts, yet have features that are similar. It can be understood that flexibility i-deals go beyond what formal FWAs can offer to employees. The result indicates that the negotiation of flexibility i-deals enables research participants to have more ownership of their work-life interface. Findings have also shown that, in some cases, the negotiation of flexibility i-deals is essential – in particular with employees who work within organisations that do not offer formal FWAs.

These findings contribute to i-deal literature by highlighting that flexibility i-deals and FWAs are not mutually exclusive. Whilst flexibility i-deal literature so far has emphasised the need to understand how flexibility i-deals relate to contextual factors and outcomes, literature has not sought to address the extent to which flexibility i-deals are negotiated as a supplement to formal FWAs. Research undertaken by Rousseau et al. (2009), for example, illustrates that part-time employees were more successful in obtaining flexibility i-deals. This research supports these findings by illustrating that individuals who have negotiated any type of FWAs (for example a change in location as well as a reduction in working hours) were more successful in obtaining flexibility i-deals. The findings of this study chapter show that, often, employees negotiate a flexibility i-deal as the FWAs offered by the organisation is not perceived to meet the flexibility need of an individual.

It can be argued that requesting flexibility i-deals is less bureaucratic than applying for an FWAs. The former are often made with the direct manager or supervisor whereas FWAs often need to be approved by a number of decision makers. Furthermore, as an FWAs has to follow a strict set of rules and procedures, individuals are often restricted to the type of flexibility they can request. Of course, a formal reduction of hours also impacts an individual's capital, such as pay, days of paid annual leave and paid sick leave.

It can therefore be concluded that flexibility i-deals and FWAs are different in nature but that in some cases they are requested simultaneously by individuals. It is known that, in order to request a formal FWAs, individuals as well as organisations in the UK need to follow company and governmental procedures and guidelines. In contrast, the obtainment of flexibility i-deals is not done by following official policy. Previous research sought to quantitatively relate several contextual factors to the obtainment of flexibility i-deals. However, findings were not consistent nor provided an understanding as to why certain contextual factors are more powerful in the flexibility i-deal negotiation than others.

The findings also contribute to the women's career literature. Research findings of this study have shown that women request flexibility i-deals as FWAs are either not available in their organisations or not sufficient for the individuals need to achieve 'balance' in their careers. Sullivan and Mainiero (2007) support these findings and claim that FWAs are not sufficient for individuals as they do not address the

fundamental issues on how to create a workplace where authenticity, balance and challenge are welcome.

It is suggested by scholars such as Martins et al. (2002) that organisations should move away from a one size fits all structure to meet women's changing career dynamics over the course of their careers (O'Neil and Bilimoria, 2005). Research suggests that organisations should be taking into consideration the different life stages, realities, and varying career dynamics of female employees (Gordon and Whelan, 1998). This can be accomplished by integrating and adopting kaleidoscope-oriented policies and practices, such as the negotiation of flexibility i-deals, to support women's career advancement as well as whole life integration (O'Neil et al., 2008).

Before this study reveals its qualitative findings and delves into illustrating a holistic understanding of the contextual factors influencing the obtainment of flexibility i-deals, it will first reveal findings around how flexibility i-deals can be practised within the hyper-competitive legal profession, which trades on its long-hours working culture, work overload and performance metrics.

## **Chapter 8      Qualitative findings II - Findings on law firms**

### **8.1. Chapter introduction**

This chapter will give an understanding of the extent to which the nature of UK law firms is conducive to flexibility i-deal negotiations. It is of importance to touch upon the employment context for two reasons.

Firstly, researching flexibility i-deals in the context of law firms is one of the contributions of this study. As described earlier in this thesis, flexibility i-deals have been researched in a number of employment contexts, such as healthcare organisations (Bal et al., 2012; Hornung et al., 2011; Hornung et al., 2014; Kelly et al., 2020; Rousseau et al., 2009), information technology (Vidyarthi et al., 2014) and tax administration (Hornung et al., 2008; Hornung et al., 2009; Bal and Boehm, 2019). However, no such research has been conducted on law firms. Therefore, this research aims to contribute to the flexibility i-deal literature by assessing such i-deals obtained within the legal context.

Secondly, in Chapter 3 of this thesis, the law firm context was explained and the employment conditions for its employees have been elaborated on extensively. Findings on the history of the legal law firms, employment conditions, promotion, performance and outcomes illustrated that the employment relationship within law

firms is transactional, fostering competitiveness through digital Taylorist practices such as workplace surveillance, monitoring and control. It is therefore of interest to further investigate the extent to which flexibility i-deals are prevalent within such employment contexts. As described by Liao et al. (2016) and Liu et al. (2013), national as well as organisational contexts influence the extent to which flexibility i-deals are successfully negotiated. Therefore, qualitative interviews are applied to further understand the relationship between the employment context and i-deal obtainment.

## **8.2. Performance measure – billable hours**

As described in Chapter 3, the legal context chapter, the performance management measures applied within law firms, also known as billable hours targets, is a standardised measure of productivity within law firms. (Epstein et al. 1995; Hagan and Kay, 1995; Spangler, 1986). Each law firms sets a minimum billable hours target, which lawyers have to record daily either electronically or manually in a financial monitoring system (Fortney, 2000). These targets vary amongst legal firms and can range from five to seven hours per day. Lawyers are required to record their time in six-minute units (McKenzie, 2006; Hagan and Kay, 1995) which means that if a lawyer receives a phone call from a client that lasts for two minutes, this phone call is recorded as a six-minute unit and the client will be charged for six minutes of the lawyer's time. One interviewee revealed this scenario used to incur a higher charge:



When I started 20 years ago, it was 10-minute units for non-litigators. And the courts insisted that it was changed to six-minute units because if you have a very short phone call, billing 10 minutes is quite a lot. (Barbara)

During the interviews, participants elaborated on the importance of billable hours targets as performance measures as well as indicators for promotional opportunities. One interviewee explains below that the billable hours target does not discriminate and thus is applicable to everyone in a firm:

We have a standard chargeable target for solicitors, no matter what level you are, where you are in the firm, which department you are in, how long you have been with the firm. You all have to meet the target. (Mandy)

Participants did not only indicate that the billable hours target needed to be met by all lawyers, but also that these are used as indicators for partnership promotions. This has been outlined below by Michaela – employed in a small-sized law firm, Mandy – employed in a medium-sized law firm and Kate – employed in a large-sized law firm:

(..) how much money you bring in. That's what matters. But they don't really care how much time you need to get money in. That's the main thing – you need to bring money in. (Michaela)

If you didn't hit your fee targets, then one: you didn't get a pay rise and two: there is absolutely no chance you would be considered for promotion. (Mandy)

What I believe is involved in becoming a partner is billing all the hours that God gives, because that's how the firm makes money, which in itself is a damaged model. (Kate)

The narratives above suggest that billable hours targets are not only used as a performance measure but also as an indicator for promotion to partnership. These findings are consistent with other studies of the legal sector where the emphasis is on the transactional nature of the employment relationship and the billable hours model dictates promotional opportunities. However as described in the law context chapter, the need to meet billable hours targets daily has implications on work pressures that lawyers experience.

### **8.3. Billable hour targets and work pressures**

According to Wallace (1997) and Kessler (1997), experiencing employment pressures is illustrative of the all-encompassing nature of practising law. With billable hours targets being used as a measure for performance and promotional opportunities, research participants indicated that these targets were a source of pressure at work.

Amy, an associate, outlined that the requirement of charging per time unit has led her to experience work pressures. Even though, overall, she enjoys the content of her role, the organisational emphasis on meeting billing targets led her to experience work overload and work pressure. Additionally, she outlined that the billable hours model required her to bring work home in order to meet the daily targets, causing additional strain on her work-life balance.

Well, I enjoy the job because I love meeting clients. (...) but you feel pressured constantly. I still enjoy my work, but there is pressure. A lot of it. If I didn't have billing targets, if I didn't have time targets, and I didn't have to bring the work home, I'd be alright. (Amy)

Research participants expressed that the pressures to meet billable hours targets were not just caused by the organisation but also by individual employees themselves. Findings revealed that individuals are often conscious of the hours they have billed compared to their colleagues. This is in agreement with the study by Ball (2010), who reveals that workplace surveillance methods of monitoring and control are often used as a method of self-discipline. In an interview with Jill, it was revealed that individuals put more emphasis on the billable hours metric as it is 'always in the back of your mind', indicating that individuals seek to fulfil these metrics to comply with the organisational expectation of desired workplace behaviour and values.

We're not one of the magic circle firms that is just really driven on a lot of pressure on billable hours and targets. There isn't all that kind of pressure in that sense. But I mean, it's still always in the back of your mind. (Jill)

The narratives illustrate that meeting billable hours targets causes pressure for lawyers as they are contracted to satisfy a minimum target per day. This pressure to achieve at least the target and preferably more than the minimum causes participants to experience certain pressures at work. These pressures are, however, further intensified by some law firms comparing current billable hours targets with lawyers' past performances. These practices of comparing employees' output with previous output is aligned to the digital Taylorist practices described by Brown et al. (2011). Interviewee Imani states this is a way of checking up on lawyers' work activities:

Obviously, lawyers having to bill and record time, it's easy to see over the past week or whatever, what people's hours are like, compared to what they were six months ago, or last month. So, with lawyers it's relatively easy if you want to check in and see what their hours are like. (Imani)

However, this awareness that one's output can instantly be compared with one's past performance does not only cause employees to experience employment pressure, it also exerts hyper-competitiveness within the legal sector.

## 8.4. Billable hours targets and hyper-competitiveness

In addition to the findings above, research findings of this study reveal that hyper-competitiveness is fostered amongst law firms as a digital Taylorist practice by financially rewarding individuals who exceed billable hours metrics. If you fail to exceed this target, explanations need to be provided. These findings illustrate that law firms apply the proverbial 'carrot and stick' approach. Individuals who exceed billing hour requests receive monetary incentives and those who fail to meet their targets are expected to face the consequences, as interviewees Mandy and Amy outline:

Our chargeable targets for our solicitors is five hours per day when they are working that day. They get bonuses for hitting fee targets. Basically, if you can bill more, great. If you can't, then that's fine. If you can't hit your targets, then you're responsible. (Mandy)

We've got a bonus scheme that if you meet over your target you get 10% of whatever you get over. So I did manage that last year. (Amy)

Above it was described that billable hours are compared with one's past performance. Research findings reveal that the billable hour metric is also compared with output of colleagues within teams, across teams as well as across offices. The organisational ability to compare and contrast output on a vertical as well as

horizontal level does not only produce negative employment outcomes, such as the experience of work pressure, but also fosters hyper-competitiveness. During her interview, Christina revealed how her former employer uses billable hour targets to compare how effectively lawyers use their time across the firm.

You can make comparisons. At my last post, they looked at averages. And for the junior staff they have these printouts of their time and look at what they had done. And they would follow that by saying: 'Well, it took you four hours to do this and took this staff [member] two hours, so can we have a chat about that?'. (Christina)

This study's research participants also confirmed the practice of comparing team performances, with firms praising those that meet and exceed billable hours targets:

We bill every other month, and once we finish all the bills, the whole firm will have like a get-together and drinks. And they single out all these departments who are particularly doing well in billing. (Jill)

Every quarter, the senior partner gets us all together in the boardroom and he'd give like a state of the nation and tells everybody how the firm's doing, what the turnout has been and what billing has been like for all departments. (Helen)

The narratives of the respondents reveal how billable hours targets are a source of pressure for the lawyers in law firms. Self-discipline as well as emphasis on hyper-competitiveness fosters an environment that revolves around meeting and exceeding billable hours targets. Aligned with the literature on workplace surveillance and digital Taylorism, these behaviours are essential for law firms to thrive in competitive markets, where emphasis is given to profits rather than human factors. As a result, interview participants reported that the constant monitoring and comparing of billable hours targets is not only a source of pressure but also influences the long hours culture and presenteeism culture within law firms.

### **8.5. Billing culture, long hours culture and presenteeism culture**

As introduced in the law firm context chapter (Chapter 3), law firms are known for their culture of long working hours, expecting lawyers to be always available and to prioritise work (Epstein et al., 1995). Having a billing target as a performance indicator has an impact on the long hours culture and presenteeism culture within law firms. Research participants described that the need to meet billable hours targets and, in many cases, to exceed these targets in order to be considered for promotional opportunities, leads to lawyers being subjected to working long hours. Interviewee Nia exemplifies how the practice of working long hours is ingrained in law firm employment culture:

You come across people, they just can't get their head around the idea that it's 6:30 pm and they're still at work. And that kind of person, they're obviously

in the wrong place. You can't do city law if you kind of have to be clocked in at half nine and clocked out at half five. That's not city law, is it? (Nia)

The narrative highlights that lawyers are expected to work long hours if they work in the city. However, research participants also suggest that long working hours do not necessarily equate to productivity:

Since having children, you know, having other responsibilities outside of work, I am much more efficient in the office. I get through my work and do it well. I will do it efficiently. I don't know what was taking me so long before I had kids. But you're not rewarded for that in the law firm, because you're rewarded for the hours you spend at your desk, wherever that desk is, and then how much you can charge the client. So if you're doing your work really well and efficiently, we charge a client less we get less fees, so it's not really rewarded. So the way that the law firm model works, I don't think is particularly helpful to a more flexible way of working. (Jill)

Similarly, another research participant, Christina, commented that lawyers can be productive during the working day, yet often feel that they have to stay in the office until late in the evening to portray commitment to the role:

I've always thought that if you're working quite hard, by 5pm you're actually quite tired. The trick is to send a few emails at six o'clock [pm], so they know



you're there then you go and find somewhere because you're knackered. Then at ten o'clock [pm] you'll do another email. It's a tool to let people know you're there early and there late. But actually, what quality work are you doing in between? I mean there's a lot of disillusionment in the legal profession.

(Christina)

Interestingly, the billing culture, long hours culture and presenteeism culture has not diminished during the COVID-19 pandemic. As reported in the methodology chapter, most qualitative interviews were conducted during the first UK national lockdown. Some of this study's interviewees spoke about how their firms responded to the lockdown and self-isolation measures enforced by the UK government:

The managing partner in the London office had a meeting and it was pretty shocking. He said: 'I've sent away the sick people and the old people, so anyone who is required to be here is not vulnerable. So I want you all to come in. And also I'm worried about the health of the business so you have to keep up your utilisation and your billing.' They still sent out messages like: 'You need to keep up your utilisation and billing numbers'. (Kate)

To sum up, presenteeism and long hours working culture can be traced back to the performance metric of billable hours targets within law firms. In order to exceed the set targets each lawyer needs to achieve on a daily basis, lawyers are encouraged to work long hours and be present in the office. However, as the narratives above have indicated, the time spent in the office past 5pm is not always perceived to be

effective or productive but instead is more of a means to demonstrate commitment. The nature of work in law firms and its effects has raised questions amongst research participants about the law firm model and its suitability in the 21<sup>st</sup> century.

## **8.6. Law firm model**

Is the law firm model outdated? Billable hours targets for performance measures and promotional opportunities, the long hours culture and presenteeism has certainly raised questions amongst research participants about the extent to which this is the case. As outlined in Chapter 3, law firms are organised on the basis of private partnerships and have traditionally been characterised by an 'up or out' promotion system (Malhotra et al., 2010).

Interviewees in this study questioned whether the emphasis on billable hours to determine a lawyer's performance and promotion potential is an effective means of assessing individuals. Commenting on the billable hours target as a performance measure, one interviewee said:

It's not a good business model in a sense, selling time, because you make the time last as long as you want. You get a lot of emails saying: 'Thanks for your email' and you know, they've got one unit [six minutes] out of it. But if you're focusing on getting the case itself sorted and you've spent four hours going through the medical record, two hours doing a letter of instruction, one hour

doing a letter of response, then you've actually moved the case on months in one day rather than just recording easy units that don't require much intellect.  
(Christina)

In all cases, participants reported that there are more effective and modern ways of charging clients than the six-minute units lawyers currently use. As the comment below illustrates, current charging methods are described to be 'draconian' and not keeping up with modern times:

There is a whole other question about how law firms work and the business model of law firms and how they charge clients. It is quite draconian isn't it in terms of like every six minutes of your time you have to account for. It is ridiculous. And actually, the traditional law firm model is very old school, not necessarily keeping up with, you know, how people work, and I guess what clients want. (Jill)

This view was echoed by other participants who explained that clients have implemented 'smart pricing' scales for a number of years. It was argued that:

It's about smart pricing. Clients have had what is called fee scales for many, many years, where they say: 'Oh, you're doing lease renewal that will cost you X', regardless of how much you have on the clock. And the idea is that those fee scales are set at a level where, on some, you will record less than that

and on others, you will record more but it balances itself out. Clients have been doing it for years. It's about time law firms did it back. (Barbara)

Jill also suggested a similar model to the smart pricing model outlined by Barbara. In the quote below, Jill explains how former colleagues of hers set up a law firm that operates like a consultancy.

There were a couple of partners from here who set up their own law firm and took a couple of lawyers with them. And the people who work for them are just employed consultants. So you're paid to do this job and you do this job and it gives them some flexibility in terms of different working patterns. They charge clients by: 'This job takes this long, this is what will charge you'. (Jill)

One of the benefits of the model described above is that it provides lawyers with flexibility around their working patterns and workloads.

Overall, interview participants said they were dissatisfied with how the law firm model works and how the pressures of recording time, presenteeism and the long hours culture prohibit lawyers from working flexibly.

This section of the chapter explained the billing hours model and its implications. The next section of this chapter will discuss how this model within law firms can also be seen as an enabler of successful flexibility i-deal negotiations.

## **8.7. Flexibility i-deal negotiation and billable hours targets**

This study will now look at how flexibility i-deals can be negotiated in an employment environment that emphasises hard HRM practices, a transactional employment relationship and, as a result, relates metrics to outcomes of employment decisions such as promotion opportunities. Having demonstrated findings within the legal context, it is important to hone in on how this has affected the findings on flexibility i-deals.

The above sections of this chapter revealed findings on the nature of employment within law firms and the law firm model, many of which concur with findings within the legal profession by scholars such as Wallace (1999) and Cunningham (2001). This section will elaborate on how the law firm context, although described as negative in many employment outcomes, can also be a conducive environment for negotiating flexibility i-deals and, thus, be seen as an enabler of flexibility i-deal requests.

As described in the law firm context chapter (Chapter 3) and in the above findings, digital Taylorist practices and workplace surveillance practices are applied within law firms that can inform managers and supervisors of an individual's performance.

The findings of this study reveal that, due to the requirement to bill for time, managers can review employees' time records and base their decision to grant flexibility i-deals on the output produced from the time-recording systems. Participants who have successfully obtained a flexibility i-deal indicated that the billable hours metric was an enabler for flexible i-deal negotiation. Partners and managers used the billable hours system to decide which employee is deemed trustworthy enough to work flexibly. Narratives below discuss how the billable hours target is a measure for successful flexibility i-deal negotiation:

We work in probably one of the most easily monitored industries in the world. Everything we do is time-recorded. You can see instantly what someone has done in the last three or four hours. So I personally don't think that's a reason not to allow it [flexibility]. (Lola)

The key thing is that they... because they have our figures anyway, they can see that I'm as productive at home as I am in the office. But I also think if they felt that I was, you know, pissing about for a more technical term, then they wouldn't let me do it. (Kelly)

I get the point, I think if at the end of the week, say, because I've been doing it [working from home] regularly for so long, if at the end of the week, they would say: 'Oh, she's only got two thirds of the time she should have done this week', then there'll be a question asked, but as long as I'm hitting the targets that I need to do, they're not saying: 'Oh, this day, you were one hour less productive than last week'. But I think if you were only getting 80% of your target every week, they'd say: 'Hang on a minute. On what day are you not getting 100%?'. (Barbara)

In contrast, individuals who were unable to meet these productivity targets described the difficulties of negotiating a flexibility i-deal. In the narrative, Amy explained that, due to the COVID-19 lockdown measures, she wanted to amend her flexibility i-deal and increase the type of flexibility she had negotiated in order to assist her children with their home-schooling activities. However, the pandemic affected her billing hours and subsequently the bonus she would have received.

I was on track [to meet the target] and now I don't know what's going to happen, (...) I need about £3,000 this month to meet my target, but I don't even know if I'm going to do that. I feel really sad, because otherwise I would have got a good bonus. (Amy)

Amy continued by describing how her inability to meet the billing targets for April impacted her chances to negotiate more flexibility.

Every time I try bring it up and say, look, I need more flexibility. But she's got no kids, no nothing, but she does it. If I ever ask it, it's a big hoo-ha. You're almost begging and trying to get into her good books so you get that opportunity. (Amy)

Research participants also emphasised that the billable hours practice does not only serve as a means to meet targets but also as a means of self-disciplining, so that employees ensure that they adhere to the targets the organisations have set to the employees, but also the targets employees have set for themselves. As one participant explains:

I definitely don't work less than I did in terms of hours because I record all my time, because I've always done it and I think it's a discipline, you know. And I think it really helps me to see, you know, where my time is being spent. And I'm not billing any less than I used to. I just do it at different times. (Rebekkah)

Whilst research participants described that the time-recording system enabled them to obtain flexibility i-deals, it was also agreed that this system was detrimental to support and secretarial staff wishing to apply for flexibility i-deals – because their time is not monitored there is, therefore, no evidence of their work performance. From the experiences of the interviewees, secretarial and support staff were denied flexibility i-deals because there was no means to control or monitor their output. The



comment below illustrates that, as a result of this, secretarial and support staff were not trusted by managers and partners to work flexibly:

I was trying to roll out more flexible working for secretaries too and I was getting a lot of pushback from partners saying: 'We do not know how record what they're doing if they're secretaries'. It was felt that they could not trust that people were going to do stuff. (Hannah)

This finding is consistent with findings by Hochschild (1997), who stated that secretaries were less likely to negotiate flexibility than their colleagues with higher status. The author therefore argues that hierarchical relationships are of importance in flexibility negotiations. Furthermore, the interview with Hannah indicates that the different performance metrics applied to staff within law firms – distinguishing between lawyers and secretarial and support staff, for example – indicate that the group whose work is monitored and controlled may have greater scope for flexibility than groups who do not come under the billable hours metric.

Overall, the findings suggest that, on the one hand, the billable hour culture causes employees to experience work pressures and promotes a culture of presenteeism and a long hours working culture. On the other hand, research participants report that the billable hours culture serves as an enabler for flexibility i-deals for lawyers as their work activity and outcome can be monitored by their line manager. Therefore, the workplace surveillance and digital Taylorist practices in the case of law firms are seen as conducive to obtaining flexibility i-deals. Within the transactional

employment relationship, meeting performance metrics enables managers to decide whether their employees can be trusted to deliver the same level of work with a flexibility i-deal in place.

Applying the human capital theory is therefore also perceived as appropriate when investigating flexibility i-deals in the context of law firms. In terms of the theory, it can be argued that employees who consistently meet the billable hours targets signal to their managers or supervisors that they are self-disciplined and comply with the values, behaviours and expectations of the business and therefore are deserving to obtain a flexibility i-deal. Therefore, it can be argued that the human capital theory is appropriately applied in this investigation of flexibility i-deals amongst female UK lawyers.

## **8.8. Chapter summary**

To sum up, law firms operate on the billable hour model, which require lawyers to record their time in six-minute intervals. Managers can monitor these billable hours by running reports. The reporting of billable hour targets is not only used to illustrate whether or not lawyers have met their billable hour targets but also serve as an indicator for promotional opportunities. Law firms tend also to use these targets to compare employees' individual performance with their past performance and with the performance of colleagues within the firm. Although the billable hours target is seen as a source of work pressure, presenteeism and long working hours culture, research participants have agreed that this system enables them to negotiate

flexibility i-deals successfully. Since participants' output is recorded, research participants stated that employers could monitor their output instantly. Employers' ability to monitor output over time enables employees to prove themselves trustworthy of obtaining flexibility i-deals. Findings have also revealed that those who were unsuccessful in meeting the productivity measures described the obtainment of a flexibility i-deal as more difficult. Lastly, the findings illustrated that support staff are denied i-deals as their work cannot be monitored by the billable hours model.

Having established that the employment environment does not restrict the negotiation of flexibility i-deals, it was of interest to build on the quantitative findings and further understand the contextual factors that enable flexibility i-deal obtainment.

Engaging in 23 one-to-one semi-structured interviews provided this research with an understanding of the extent to which certain contextual factors allow for flexibility i-deal obtainment, and which ones restrict the obtainment of flexibility i-deals. Findings also reveal the extent to which some factors are more powerful than others in obtaining flexibility i-deals. Findings also show, however, that – contrary to the definition an i-deals – the successful negotiation of a flexibility i-deal is dependent on a number of factors. This poses questions on the core concept of i-deals and its purpose. The contextual factors that influence flexibility i-deal negotiations are discussed in the next section of this chapter.

## **Chapter 9      Qualitative findings III - Contextual factors influencing successful flexibility i-deal negotiation**

### **9.1. Chapter introduction**

As outlined in the literature review chapter (Chapter 2), i-deals are defined as ‘voluntary, personalised agreements of a non-standard nature negotiated between individual employees and their employers regarding terms that benefit each party’ (Rousseau, 2005: 8). The four features of i-deals indicate that they (i) are individually negotiated by either the employer or the employee; (ii) are heterogeneous and differ from the work conditions that other employees have; (iii) benefit both parties – employer and employee; and (iv) vary in scope. The features of i-deals signal that i-deals differ from preferential treatment, nepotism, cronyism, or favouritism (Bal and Rousseau, 2015).

The definition and features of i-deals suggest that, in theory, all employees within an organisation should be able to negotiate an i-deal that suits their personal life demands. As outlined in Chapter 8, within law firms in particular, the digital Taylorist employment practices, to an extent, enable the negotiation of flexibility i-deals. Yet during the qualitative interviews, participants raised a number of contextual factors that influence successful flexibility i-deal negotiations, indicating that i-deals are not – as prescribed in the literature and theory – available to all employees but only made available to the selected few.

This section of the chapter outlines the key findings about i-deals that this study has uncovered. It aims to contribute to the existing flexibility i-deal literature by critiquing the fundamental definition, features and conceptualisation of i-deals. This section questions the availability of flexibility i-deals, the extent to which flexibility i-deals are fairly distributed as well as the extent to which their successful negotiation differs from preferential treatment and favouritism, as has been suggested in the literature.

The definition of an i-deal describes it as a concept that should be available to all employees. Research has outlined a number of caveats to successfully negotiating an i-deal, for example, certain contextual factors (Ho and Tekleab, 2016). This section illustrates that, aligned to the human capital (Becker, 1964) and social capital (Bourdieu, 1986) theories, a number of factors specific to the legal world determine the successful negotiation of flexibility i-deals amongst UK female lawyers.

In the previous chapter it was described that performance indicators, as reflected in billable hours, are the basic factor that leads to the obtainment of a flexibility i-deal. Once this factor has been met, the findings of this research reveal twelve further contextual factors that influence successful flexibility i-deal negotiation and obtainment. In the following sections, the analysis will outline these factors, which are: (i) gender; (ii) childcare responsibilities; (iii) type of work; (iv) type of client; (v) seniority; (vi) firm size; (vii) team; (viii) work location; (ix) technology; (x) industry experience; (xi) individualism; and (xii) trust. The sections will consider each factor in turn.

## 9.2. Gender

Research findings of this study have revealed that gender is an influence when obtaining a flexibility i-deal. As outlined in the quantitative analysis chapter, only 6.4% of the survey respondents were male and, from those, only 4.5% volunteered to participate in the qualitative interviewing. Upon contacting all survey respondents who volunteered to participate in the second stage of the research, no male participant responded either to the initial call for interest or to any follow-up emails. Given that flexibility i-deals are available to all employees, it was of interest to further understand the gender imbalance in the survey as well as the interview responses.

There was a general belief amongst interviewees that the historical connotation of flexibility and flexible working impacted male participation in discussions around flexibility i-deals. When flexibility at work was introduced in the early 1980s, it was primarily aimed at women to reconcile work with non-work demands. Research findings revealed that the belief that flexibility is a concept aimed at women to reconcile work with non-work demands is still prevalent in many organisations. Although research participants have acknowledged that more men are now working flexibly, flexible work discussions, requests and negotiations for flexibility are still seen to be dichotomised by gender. One interviewee, Nia, stated: 'There is still a feeling that flexible working is a women's issue'. Another commented:

I think there's a little bit of feminisation of the word flexible working. I think men are reluctant to take it because it's still seen as a female benefit. Flexible working is still seen as a female childcare issue. (Barbara)

Participants discussed that, since the request and negotiation of flexibility is still seen as a 'women's issue' (Nia), commitment is often questioned if men seek to negotiate a flexibility i-deal. Whilst women's requests for flexibility are often granted, participants highlighted that men are often stigmatised if they seek to work more flexibly. The two interview extracts below further discuss this finding:

We should be encouraging people to work more flexibly, because it's good for them. We're trying to look at how to encourage more men to take flexible working and shared parental leave, all those kinds of things and it's tricky. It's tricky because it's a huge cultural issue (...) there is a real stigma attached to making those requests for men. (Jill)

Forget about working flexibly! None of the men in my office have ever taken more than three days paternity leave. I don't know why they won't take it. But I think that they feel that the senior partners will look at them as not being as committed. (Hannah)

Whilst, overall, participants agreed that if male colleagues were to negotiate a flexibility i-deal they would be perceived as uncommitted to their job and their career,

other research participants argued that it is not only the commitment that is being questioned but that the consequences of requesting flexibility is 'career suicide' as illustrated in the comments below.

Going back seven years now when I left my practice, one of my very good friend's wife was pregnant. So I said: 'Oh, you're going to do what my husband's doing now and take a few months off?' And he said that that'll be career suicide. To which point, I said, welcome to our world. (Suzie)

We have reached out to some men at the firm who have done it [work flexibly] and we were trying to speak to those people and see if they would help us promote it a bit more. And there were not that many to start with, but all of them didn't want to advertise the fact that they had done this because they felt like it had a detrimental effect on their career. (Jill)

These findings have been supported by the academic literature. According to Sullivan and Mainiero (2007) and Schwartz (1996) the successful implementation of work-life programmes is dependent on the commitment of organisational leaders to make it a success and an organisational culture that accepts these programmes. The meaning of work life programmes diminishes if leaders do not support these and if the organisational culture is hostile. The authors further argue that if an organisational culture or leadership within an organisation penalises men's career advancement for demanding formal FWAs, then men are less likely to request such policies.



Although the narratives above revealed that requesting to work flexibly is believed to have negative career consequences for male lawyers, there were some suggestions from interviewees that men do increasingly negotiate flexibility i-deals. However, research participants described that these were often informal and implicit negotiations. Some research participants argued that some male lawyers within their firms have negotiated a flexibility i-deal. One research participant stated:

They [male partners] come and go as they need to. We've got [male] partners who drop their kids off at school and come into work late. We've got [male] partners who dip in and out of the office all day every day, seeing clients or doing family stuff or working from home or whatever. They probably don't call that working flexibly. They think that it's getting the job done, plus everything else they need to do. (Barbara)

And another research participant commented:

So this firm was established 20 years ago by John and James, two guys. They did it because the firm they were at had a very presenteeism culture 9:00 am to 5:00 pm at your desk. John lives in Norwich. He is never in the office for 10:00 am on Monday and is never in the office after 1:00 pm on Friday. So he actually would never describe himself as a part-timer. Because

in between those times he'll work late, he is at networking events. You know, he doesn't lose hours, but he works flexibly, frankly. James, similarly, (...) leaves early on Wednesday to go running with his child. So they had these kinds of flexible arrangements that are informal. (Doreen)

Overall, the findings in this section of the chapter revealed that gender influences the ability to negotiate flexibility i-deals. One of the reasons behind women having more scope to negotiate flexibility i-deals is due to childcare responsibilities. The narratives with the interview participants also revealed how the semantics of the term 'flexible' in relation to work is genderised. The term 'flexibility i-deal' is loaded with the tacit meaning of a deal that makes life easier for women. The term is still negatively imbued with a sense that this person does not regard work as the ultimate priority. As one of the research participants stated the term is 'feminised' as it was first introduced exclusively to women and new mothers. Therefore, a number of changes in the employment culture need to happen before the term 'flexibility' is seen as gender neutral. Therefore, the default successful applicant for a flexibility i-deal is a woman with childcare responsibilities. The next section of this chapter occupies itself with the importance of childcare responsibilities when negotiating flexibility i-deal.

### **9.3. Childcare**

Although flexibility can be requested for a host of reasons, a common view amongst research participants was that it was easier to negotiate flexibility i-deals for individuals who have childcare responsibilities. Table 36 below illustrates the primary

reason for research participants negotiating flexibility i-deals. As illustrated in the table, the primary reason for flexibility i-deal negotiations was childcare, whilst the minority mentioned that they have negotiated flexibility i-deals to reduce the time spent on transport and to pursue hobbies.

**Table 36 Reason for flexibility i-deal negotiation**

<b>Participants</b>	<b>Reason for flexibility i-deal negotiation</b>
Amy	Childcare
Barbara	Improve work-life balance – reduce transport
Christina	Pursue hobbies
Claire	Assist with mental health – reduce transport
Denise	Improve work-life balance
Doreen	Childcare
Hannah	Childcare
Helen	Pursue hobbies
Henrietta	Pursue hobbies
Imani	Childcare
Jill	Childcare
Karen	Improve work-life balance – reduce transport
Kate	Childcare
Kelly	Improve work-life balance – reduce transport
Linda	Pursue hobbies
Lola	Childcare
Mandy	Childcare
Michaela	Childcare
Nia	Childcare
Rebekkah	Childcare
Sabrina	Improve work-life balance – reduce transport
Sarah	Childcare
Suzie	Childcare

Research participants agreed that it was easier to negotiate a flexibility i-deal after maternity leave. Kate, a senior lawyer in a medium-sized city law firm, elaborated in the interview that she was able to negotiate a three-day working schedule after her second maternity leave. Working for a US law firm in the city, she did not expect that this type of flexibility would be granted, however she believed that her childcare demands and being the only parent in the team helped her achieve this level of flexibility. In the interview she said:

After my second maternity leave, I asked for three days a week. And I wasn't sure how it would be taken. I was prepared to accept four days a week, although that was less ideal because you get less of a break from work if it's four days. Because you do the five days in four type thing. I was surprised they accepted three days a week. I didn't really know why. But it was quite good. I was the only parent as well. (Kate)

The research findings also describe that it was not only easier to obtain flexibility i-deals when one has childcare demands but also that firms often have an expectation for female lawyers to work flexibly once they have children. This shows that mothers are still seen as the primary carers of their children, not the fathers. As one interviewee put it:

When you come back from maternity leave, it is expected that you work less. When I returned from my first maternity leave, I was working full-time. So many people were surprised I was working full-time. The first question is: 'Are

you back three days a week?' I said: 'No, five days!'. And they would say: 'You've got kids!'. And I would say: 'I know, but so does my husband and he is working five days a week!'. So I think it's easier for women to get flexible working when they have children. (Jill)

During the research interviews, participants agreed that, in many law firms, childcare was seen as the sole acceptable reason to request and successfully negotiate a flexibility i-deal. As the comments below illustrate, interviewees indicated that it is harder for both men and women to negotiate flexibility if it is for reasons other than childcare.

And I also think that we haven't got to these non-children-related reasons, you know what I mean? So I spoke to a partner who wants to go on a yoga retreat. She's been told no. (Rebecca)

I was talking to a colleague about my arrangements, and he felt like he, you know, he couldn't ask unless he had sort of a reason like, you know, the school run or, you know, I've got an ageing mother I need to take care of. Unless there was a reason, he felt he couldn't ask for flexible working. (Jill)

This view was echoed by another research participant. During the interview she highlighted the notion of control. It was argued that, whilst negotiating a flexibility i-

deal for childcare reasons was more acceptable, negotiating a flexibility i-deal to undertake other tasks such as pro bono (volunteering) was not seen as acceptable.

If people want to work part-time because they want to do other, like pro bono, or other types of work I do think then, there's a question about well, if you're able to work, we want you to work for us. (Imani)

To summarise, this section of this chapter has highlighted that childcare responsibilities are seen as an enabler to obtain flexibility i-deals successfully. Findings reveal that employers are inclined to accept flexibility i-deal request if the employee can prove that the request is due to childcare demands. The next section illustrates the extent to which the type of work influences flexibility i-deal negotiations.

#### **9.4. Type of work**

Throughout the research interviews, it has been highlighted that lawyers are not a homogenous group and that many factors influence a lawyer's working environment. Therefore, the type of work lawyers undertake influences the degree to which flexibility i-deals can be negotiated. Every interview commenced by asking the research participant to describe their type of work, i.e., whether the work is contentious nature, transactional, a mix of both or supportive. As illustrated in Table 37 below, the majority of the interviewees specialise in contentious work.

**Table 37 Type of work**

<b>Name</b>	<b>Type of work</b>
Amy	Transactional
Barbara	Transactional
Christina	Contentious
Claire	Transactional
Denise	Transactional
Doreen	Contentious
Hannah	Contentious
Helen	Support
Henrietta	Support
Imani	Contentious
Jill	Contentious
Karen	A mix of both
Kate	Transactional
Kelly	Contentious
Linda	Contentious
Lola	A mix of both
Mandy	Contentious
Michaela	Contentious
Nia	Contentious
Rebekkah	Contentious
Sabrina	Transactional
Sarah	Contentious
Suzie	Contentious

Definitions of contentious and transactional legal work were provided in the previous chapter. However, to further understand this factor, it is of importance to remind ourselves of these.



Contentious legal work is also referred to as dispute resolution legal work or litigation. Within this type of work, lawyers seek to resolve disputes between two or more parties, which often involves litigation, mediation, arbitration and a court hearing or a tribunal hearing. In contrast to contentious legal work, transactional law does not involve a dispute. Transactional legal work is also referred to as non-contentious or non-litigious and refers to transactions occurring between one or more parties, such as the sale or purchase of a house.

Interview findings revealed that the type work lawyers undertake influences the degree to which they can be flexible. As one research participant said:

It does depend on whether you do transactional work or disputes because my husband is in transaction and he always says that it is much harder to work flexibly in transactional law. (Doreen)

The research findings have illustrated that the content of the work influences the work environment. In all cases, the research participants reported that, overall, dispute lawyers have more control over their workload and work demands. This is due to lawyers being able to negotiate deadlines and follow a clear court timetable. As one research participant put it:

I am a disputes lawyer. So I think the nature of the work that I do lends itself to be a bit more flexible unless you've got, you know, an injunction or

something that's super urgent. But the court process is all fairly predictable in terms of, you know, you've got a court timetable so you can arrange your week around that if you've got a particular deadline for something, you know, you know weeks in advance when that is so if you need to make a change to the way that you're working for a particular project you can do so. So I think it's a lot easier to plan things which makes it easier to work flexibly. (Jill)

This statement was echoed by another research participant, who described the following:

In dispute you more often can negotiate. And I think unless you are actually in court, in a mediation or in a very big meeting, or conference or something where you really literally can't walk out, I think most things are fairly flexible. (Barbara)

During the interviews, research participants who are dispute lawyers also compared their type of work with colleagues whose work is of a transactional nature. The majority of participants who work in a dispute role agreed that the content of their roles provides them with greater scope for flexibility in comparison to their colleagues who work in transactional teams. Research participants described the following:

On the occasions when I've been stuck here late because there had been no trains to where I live, it's generally been that the finance team [transactional] who were in the office and working hard. (Helen)

Transactional lawyers have difficulties working flexibly, that's clear in my office. And I'm not sure to what extent it's because of the transactional nature, or the partners' personality. But none of the transactional lawyers let their staff work as flexibly as the disputes team (...) It's like the firm is divided. It's just an unspoken rule that you can't get flexible working in transactions. (Hannah)

Further research findings illustrate that transactional law is less predictable and more time-constrained. During the research interviews, all transactional lawyers agreed that their type of work is unpredictable and that therefore transactional lawyers have no control over their workload. Commenting on the unpredictability of work, one research participant said:

That varies from like week to week, day to day. I have some days where I have nothing on and other days where I'm in quite late (...) I suspect because a lot of the work we do is done when it comes in rather than ... you can't just work more hours on Monday and take time off on Friday because there might be no work to do a Monday and lots of work on Fridays. (Claire)

Overall, this section of the chapter has illustrated that flexibility i-deal obtainment is more successful for lawyers whose work is of a contentious nature. The content of the contentious role lends itself to be more predictable and organised and lawyers are able to plan their non-work demands around, for example, court timetables. Narratives from the interviews have highlighted that transactional lawyers have more difficulty in obtaining flexibility i-deals. As the content of the role of a lawyer is dictated by the nature of the environment the client operates in, it is of importance to also discuss the degree to which clients can influence lawyers' ability to negotiate flexibility i-deals.

## **9.5. Type of client**

Somebody very early on in my career said a very wise thing to me. She said: 'Don't choose a team based on who's in it. Choose on the culture and the work and the kind of clients. Because the people will move around. You have to look at the, sort of, bigger picture. (Barbara)

This extract from the interview with Barbara exhibits that clients have a significant impact on lawyers' work demands and pressures. The narrative illustrates that the industry, sector and nature of the client's business influences the extent to which lawyers have control over their daily work schedule. Clients are powerful stakeholders, and their demands and pressures impact the extent to which lawyers can be flexible around their work schedules.

During the interviews, participants thoroughly discussed not only the internal pressures and demands exercised upon them by their partners but also the external pressures directed by the clients. The findings from the interviews suggest that clients' demands differ between industries. This means that, within some industries, clients are more flexible around when the work needs to be completed whereas, within other industries, clients expect lawyers to be available on demand. This has been reflected in this study's research interviews. Denise, a transactional lawyer within a shipping industry, describes that her clients expect her to be always available, as their work is undertaken in different regions and time zones.

I worked in the shipping business, banking and commercial and things like that. So shipping clients, because their ships go around the globe all day and night, they can call me in the middle of the night if something happens because of the time difference. They are not relaxed if you get back to them later. (Denise)

Overall, research participants suggest that clients' expectations vary according to the market and environment in which they operate. Therefore, clients have a crucial impact on a lawyer's working life. Financial firms, for example, are fast-paced and operate in an unpredictable environment. As a result, employees within financial firms work long and unpredictable hours. Therefore, financial clients expect their lawyers to adopt a similar approach to work and be always available when needed. As one research participant indicated:

It definitely depends on the client and, say, if your clients are insurers, then it's pretty relaxed in my experience compared to the financial services I think they are genuinely people who work in 24/7 really high-pressure type businesses and they cannot wait. People in private equity doing a buyout or something, they're making decisions at two or three o'clock in the morning like they're drafting documents at that time that cannot wait until you wake up and rock up at 10 o'clock in the morning and allegedly read their emails. (Rebekkah)

Research findings suggest that the nature of the clients' market and environment also influences the extent to which work pressures are exercised on individuals. The majority of research participants agreed that the work pressure exercised on lawyers are internal (i.e., meeting targets) but also external (i.e., meeting client demands). The external demands, however, are dependent on the client's expectations. Below are three narratives that illustrate the extent to which clients exercise pressure on lawyers.

The first example is provided by Rebekkah a transactional lawyer working in financial services:

They are clients that will email me, phone me and continue to find me, you know, when I'm in the hairdresser at 8.30 pm on a Friday night. They won't accept me not being available. They just expect immediate replies to everything. So I do think clients dictate things definitely, you know. So definitely clients can ruin your life or make it as well. (Rebekkah)

In the second example, Linda, a dispute lawyer working for charities, explains the extent to which having charities as clients enables her to work flexibly.

Our clients are very often charities and social enterprises. It has helped by the fact that our clients very often do that [work flexibly] themselves anyway. So clients get it when you say: 'My working days are Monday, Thursday'... whenever it might be and no one bats an eyelid at that. So when I said I'd quite like to do it [work flexibly], there was already of precedent in our firm of lots of other people doing it. (Linda)

The third example is provided by Lola, a dispute lawyer working in family law. In the interviews she elaborated that, as her clients are families, they understand her non-work demands and are more accepting of lawyers working flexibly.

You tend to find that the majority of your clients will have children. They do tend to be more understanding. So in the first meeting, I explain to them the hours I work. I will always endeavour to get back to them and if I can't get back to them at the moment, I explain to them why. I find if you tell people from the very beginning, you will never have any problems at all. (Lola)

To sum up, this section of the chapter has illustrated that it is of importance to consider clients when seeking to understand the contextual factors that enable lawyers to successfully obtain flexibility i-deals. As this section has shown, some

lawyers operate in industries where the client is flexible. For example, the narrative with Lola and Linda revealed that clients, who themselves have a robust flexible work culture, encourage lawyers to work more flexibly. Other narratives illustrated that clients who work in high-pressure environments expect their lawyers to be available 24/7. These clients expect lawyers to imitate their working hours and be of assistance whenever the client is at work. Overall, these results indicate that clients and clients' work environments are influential in the flexibility i-deal negotiation. The next section moves on to reveal the extent to which seniority enables flexibility i-deal obtainment.

## **9.6. Seniority**

Seniority is an important contextual factor that has been extensively debated in existing i-deal literature. Early i-deal publications have argued that i-deals are reserved for star performers and veterans (Rousseau, 2005). Further research undertaken by Lee et al. (2015) reported there were more i-deal requests from individuals with high firm-specific human capital, whereas i-deal requests were lower amongst individuals who were perceived as less valuable to the firm. Further research by Bal (2017a) indicates that individuals request i-deals if they perceive that they deserve these due to their high level of human capital. The findings in this section will reveal the junior-senior lawyer divide in the obtainment of flexibility i-deals.



### 9.6.1. Junior lawyers and flexibility i-deal obtainment

The research findings of this study have revealed that senior lawyers had more power in obtaining flexibility i-deals than their junior counterparts. To further understand why junior lawyers were unsuccessful in flexibility i-deal obtainment, research participants were asked for their opinion as to why junior lawyers were unable to work flexibly. One said:

I don't know how far down that goes to someone like here, but I think certainly it would be very surprising to have a paralegal or a trainee not working full-time. I do not think I have ever seen that happen. (Helen)

Five broad themes have emerged from the analysis. These themes are (i) denial from HR; (ii) learning on the job; (iii) personal image; (iv) confidence; and (v) social networks. These points will be illustrated in this section in turn.

The first theme of this analysis illustrates that junior lawyers are often denied their flexibility i-deal requests by HR. The interview findings illustrate that HR does not wish to normalise flexibility i-deal negotiation and therefore reject these requests. Talking about this issue, one research participant said.

The partner has been very supportive, whereas HR and the kind of bureaucracy of the firm, have not been as keen on it. And I think they were

particularly worried that they would set a precedent that some other people will ask for this flexibility. (Claire)

Findings have also shown that junior lawyers were not only denied their flexibility i-deal requests by HR but were also actively discouraged to do so by their line managers, as it was believed that flexibility would impact their 'on the job' learning experience. Research participants who manage junior lawyers described that they would feel uncomfortable granting a flexibility i-deal to their junior staff as it would be detrimental to learning important skills – both tangible and intangible – that can only be acquired from being present in the workplace. This is demonstrated by the comments below:

I mean, you have to think that people are very low down, for example trainee solicitors. They need to be supervised. You cannot supervise people if they're working from home. They're talking about bringing in perhaps the opportunity for staff who work five-year qualified plus to be able to work a percentage of their week at home. But some of the partners are a bit reluctant about that. (Lola)

As a junior lawyer, you actually learn a lot by being around people and just absorb what goes on, what work is done and how more of the senior people handle things. And if you're not in the office, you just don't pick up on those things. I would have concerns about junior associates working remotely because they might be very capable, but I don't know where they would pick

up on all those slightly intangible things that you sort of absorb in the profession by just being around people. (Nia)

Thirdly, the findings revealed that working flexibly could harm a junior lawyer's overall image within the firm. Kelly is a senior associate in a large city law firm who manages trainees and junior associates within her team. In her interview for this study, she reflected on the time when she was a trainee and the fact there was no flexibility available for trainees at all. She, however, also outlined that, as someone who manages trainees, she would not advise them to work flexibly because it is believed to have an impact on their career and image within the organisation.

I was a trainee when it was Kunama LLP\*. And so there was almost no flexible working at all. I don't think I would have felt able to say: 'Can I work from home?' You're proving yourself all the time, right? As a trainee, you've always got a new set of people to impress. Now with our trainees, if they had said: 'Oh, by the way, I fancy working from home a day a week, is it okay?' I'd go: 'Oh, you might not want to do that, you know, think about your image!'. And that's terrible when I do it [work flexibly]. (Kelly)

*\*All firms were given a pseudonym to protect their identity*

Fourthly, some research participants felt that trainees often do not have the confidence to request flexibility i-deals. As one research participant said:

If you are very new, very junior at the job, it is very difficult to push back and say: 'Look, today I do not have a heavy workload, I can reply from my mobile or from my Blackberry when something comes up'. Because they don't have the confidence and they do not want to jeopardise their position. (Denise)

Lastly, research participants indicated that requesting a flexibility i-deal as a junior lawyer can negatively impact the ability to build social networks. Findings have revealed that building social networks are perceived to be of importance for lawyers in general and in particular for junior lawyers. Nonetheless, there were some suggestions that working flexibly could, to an extent, hinder a junior lawyer's ability to build social networks. Talking about this issue, a research participant said:

If you're out of sight you're out of mind. And so, being present is important. Even if there's best intentions to follow some dutiful work allocation chart, and this and that – people are people. Partners want people on their team who they know, they've worked with before and think they're good and are there. (Nia)

Having outlined the factors that hinder junior lawyers to obtain flexibility i-deals, the next section focuses on highlighting the factors that facilitate and enable senior lawyers to obtain and, in some cases, demand flexibility i-deals.

### 9.6.2. Senior lawyers and flexibility i-deal obtainment

Findings from the qualitative analysis highlighted that seniority influences the extent to which flexibility i-deals are negotiated. Research by Rousseau (2005) describes long standing employees and star performers often have a work schedule that differs from their peers. Findings of this research reveal that, within the legal sector in particular, the successful negotiation of flexibility i-deals was highly dependent on seniority. Overall, it was agreed by research participants that seniority served as an enabler to successful flexibility i-deal obtainment.

During the interviews, research participants often referred to their status when outlining how they were able to negotiate a flexibility i-deal. Commenting on their flexibility i-deal obtainment, interviewees said the following:

And I think because I'm more senior, I was able to sort of set that expectation that, you know, I would be able to work flexibly. (Sabrina)

I didn't have any problems with getting it. I think probably because I'm fairly senior though. (Jill)

I think senior people probably get a lot more informal flexibility because they're a known quantity, they bring the work in, they got good relationships. (Helen)

When delving further into the reason why seniority enables the successful negotiation of flexibility i-deals, research participants suggested that senior lawyers were trusted to manage their workload with little to no monitoring or control. This level of trust enables senior lawyers to negotiate flexibility i-deals. One research participant stated that:

I am senior enough to not really have anyone to report to or anyone sort of sitting opposite me clocking in and watching what I'm doing. I think, because I'm more senior now you certainly get a lot more leniency in how you come and go, because they know what it is that you're doing and giving, if that makes sense. So I think it's a reflection of how high up the chain you go.  
(Catherine)

Although research participants discussed the importance of trust and trustworthiness when negotiating flexibility i-deals amongst senior lawyers, not being controlled and not being monitored as a senior lawyer also enabled them to work flexibly. In particular amongst partners, research participants indicated this statement to be true. As one partner elaborated:

It is so much easier once you become the boss. I'm really in control. Like I said I am in control of my schedule and I am the one who fixes the meetings with the clients. And so I think, it's about making it work for you. And this is another bonus because having my own practice I can arrange my calendar around their school activities. (Doreen)

Research interviews have also disclosed that seniority does not only provide lawyers with more control over their working day but also enables them to delegate tasks to junior lawyers if needed. As a research interview with Kate, a senior associate, shows, senior lawyers usually manage a team who carry out the time-consuming tasks, allowing senior lawyers to obtain a flexibility i-deal. As Kate describes:

It is easier to do this [work flexibly] when you're a little bit more senior and you're kind of supervising somebody else who does the longer more drawn-out parts of a project, and you kind of come in and do the adding value and supervision and stuff. And it means that, when I'm not in the office, I get my colleagues to get started on something, and I can finish off when I get back in (...) So I do rely on that delegation where I need to. (Kate)

This section of the chapter has revealed the findings around flexibility i-deal obtainment and seniority. Research findings illustrate that senior lawyers have more scope to negotiate a flexibility-deal. The findings revealed that partners in particular are able to work around their life demands. Contrary to the i-deal literature which outlines that all employees should be able to negotiate flexibility i-deals, the findings within this chapter have shown that senior employees have more scope to negotiate flexibility i-deals than their more junior colleagues. Contradicting existing i-deal literature, then, the findings reveal that flexibility i-deal negotiations entail elements of power and preferential treatment and is not an entirely fair and accessible construct. The next section of this chapters describes the extent to which firm size influences successful flexibility i-deal negotiations.

## 9.7. Firm size

I-deal literature has focused on studying i-deals within a range of different industries and countries (Liao et al., 2016). Literature thus far, however, has not addressed the extent to which firm size influences successful i-deal negotiations. During the research interviews, participants described working in settings of varying sizes: small, medium and large firms as well as in-house departments of multinational corporations. According to the OECD (2017), large firms are firms of the size of <250 employees, medium-sized firms are those with 50-250 employees and small-sized firms are described as having between 10 and 49 employees. Applying this definition, Table 38 below illustrates the firm sizes of the interviewees.

**Table 38 Participants' firm size**

<b>Participant name</b>	<b>Firm size</b>
Amy	Small
Barbara	Large
Christina	Large
Claire	Large
Denise	Small
Doreen	Medium
Hannah	Large
Helen	Medium
Henrietta	Large
Imani	Medium
Jill	Large
Karen	Large
Kate	Large
Kelly	Large



Linda	Medium
Lola	Medium
Mandy	Small
Michaela	Not working
Nia	Medium
Rebekkah	Large
Sabrina	Large
Sarah	Small
Suzie	Large – in-house

The research results illustrate that successful flexibility i-deal obtainment was dependent on the size of the firm and the size of the team.

We're a relatively small firm. We're only like 26 people. It's quite easy for us to be flexible. (Emma)

I think this firm is markedly better than other firms because it's small and so there are individuals who have very positive attitudes [to flexibility] and I think a larger firm is much more difficult [to be flexible]. (Imani)

Research participants further elaborated that the characteristics attached with larger firms hindered the obtainment of flexibility i-deals. A common view amongst research participants was that large firms are more bureaucratic and therefore hindered the successful negotiation of flexibility i-deals. If bureaucracy is embedded in the organisational system as well as practices, this would increase the amount of people

involved in decision-making processes regarding flexibility i-deals. For example, one research participant said:

You're not managing 900 people, you're managing 9000 people. And you need more tiers of management in a large firm, you know, a team leader can only really look after, in a proper sense, a small group. So, you need more team leaders. And then you end up with a horrendous Venn diagram.  
(Barbara)

Similar to the above narrative, research participants discussed that flexibility i-deal requests in larger firms would be negotiated amongst many different groups. In one case, the research participant described that requesting i-deals in larger firms is 'risky', as many members of higher management become aware of the i-deal request.

We had a board of directors and an operations board and an administrative board and everything else. It [flexibility i-deal request] would have to go through so many tiers to do it [approve a flexibility i-deal] that nobody would really necessarily take the risk to give it a go. (Mandy)

The wider awareness within a large firm's management teams of a flexibility i-deals request could be 'risky' because those teams usually do not know the employee requesting an i-deal and their personal circumstances. Therefore, it is suggested that

this leads to a greater scrutiny of the commitment of the i-dealer within large organisations, which could affect an i-dealer's career progression. Imani and Nia highlight this fear:

In a bigger firm you're scrutinised by a lot more people who don't know you. So they would question your commitment a lot more. And it's going to impact on your career progression in a way that I don't feel it necessarily would here, because in a smaller firm people know you and they know whether you're committed or not, regardless of whether you're on a flexible or rigid working arrangement. (Imani)

Clearly people don't feel that they are able to ask for this kind of arrangement, because firms will question their commitment and things like that. Certainly, in larger firms, that would be an issue. (Nia)

## **9.8. Team**

As discussed in Guerrero and Challiol-Jeanblanc (2016) and Anand et al. (2010), research findings have not only uncovered a difference in successful flexibility i-deals negotiations amongst large-, medium- and small-sized law firms but also amongst teams within the same law firms.

Research participants described that small teams within large law firms were more successful in negotiating flexibility i-deals than large teams in large law firms. Claire, who works in a small team within a global law firm, described her experiences of obtaining a flexibility i-deal. In the interview, she agreed that being in a team that has only two partners enabled her to successfully negotiate a flexibility i-deal. She said:

Our team has about ten lawyers at the moment. Some of the other teams are like, hundreds of associates, like loads of partners (...) And I think because we're such a small team, I think we're maybe a bit more independent. I think because there's only two partners, they run it a lot more like as they want to run it rather than as senior management wants to run it. (Claire).

This view was echoed by research participant Sabrina, who stated: 'This team has a very strong sort of flexible working culture within that team anyway. It is very much a part of how the team operates.'

The interviewees, on the whole, said that it was easier to obtain a flexibility i-deal within teams that have a positive attitude to flexibility as well as team members that can relate with individuals' non-work lives. It was also suggested that supervisor support fosters a flexible work culture within teams, enabling a flexibility i-deal negotiation. As research undertaken by Kelly et al. (2020) reveals, supervisors' perceptions of family-friendly environments and supervisor emotional support are of importance in establishing and sustaining flexibility i-deals. In this study, research

participants elaborated on the importance of supervisor support in the flexibility i-deal negotiation process. One said:

I've got a very supportive team. My line manager, the partner, she's got children. She understands how it has affected her and their family life and the struggle of trying to deal with kids. And so that's helpful, I think, that she understands from a family perspective that it is difficult and everyone's just trying to make this work. (Jill)

In contrast, findings have also shown that, in teams where supervisor and colleague perceptions of family-friendly environments and emotional support are lacking, the negotiation and acceptance of flexibility i-deals was more difficult. Another interviewee said:

It was difficult to ask for it. Because most of the other people in my team, they're relatively young, they're very hard-working. They might have a boyfriend or girlfriend or fiancée, but they're not yet in that sort of situation of a steady household type thing with kids and everything. (Kate)

### 9.8.1. Monitoring and control within teams

During the interviews, participants described the factors that enabled the successful negotiation of flexibility i-deals amongst small teams. In all cases, research participants reported that, within small firms as well as within small teams, partners had greater scope to monitor and control the output of their team members. Being able to monitor and control output enabled partners to trust their employees to work more flexibly, as excerpts from some of this study's interviews show:

I would say smaller teams make it easier to trust your team and to have more awareness of what's going on. I think the way you start to lose that trust is when the teams get too big. That's when you start relying more on bureaucracy, like, everyone will be here at nine on the dot and not leave till seven, you know. (Barbara)

It works in a small team because we know that everyone knows it's all about trust. Because in a small firm, I would know if someone hasn't done their work and not billed any hours, or has taken half-day and are supposed to do three hours and they have done zero. There's nowhere to hide. We know people, and we trust them. So I think it's because we are a very small firm and also I suppose also in a team context. (Doreen)

To sum up, this section of the chapter has described the importance of firm size and team size for successful flexibility i-deal obtainment. Interview findings revealed that

individuals in smaller firms and in smaller teams were more likely to obtain a flexibility i-deal. Successful flexibility i-deal negotiations within smaller firms and smaller teams are due to partners having the ability to monitor and control the output of their workforce. The narratives revealed that partners can 'trust' more in smaller firms. The participants, however, also revealed that this trust is created by monitoring and control measures.

## **9.9. Work location**

Besides team support, work location was also described as a factor influencing the obtainment of flexibility i-deals. As described earlier, current i-deal literature focuses on studying the phenomenon of i-deals across different industries and sectors but has not taken into account different firm sizes and locations. Although i-deal literature has been carried out within different market economies (Liao et al, 2016), it has not yet focused on how i-deals are negotiated within a specific sector with different regional locations. Research findings in this study have revealed that location can influence the perception of working flexibly within the legal sector and that more flexibility can be granted if the office location is based outside London. As interviewee Helen states: 'You can be more flexible without saying you're working flexibly outside London.'

During the research interviews, one research participant described her experiences when working in a regional office of a large firm. Kelly works for a global city law firm which has headquarters in London. The department she works for is split between

three different offices, namely Bristol, London and Sheffield. Her team is based in the Sheffield office. The managing partners of the department manage all three teams, and the work is allocated to all three teams equally. In the interview, Kelly states that her colleagues in the London office are unable to obtain the same level of flexibility due to the different working culture there:

There is still more of a face time culture in London. We in the regions are more friendly and more flexible as a rule. But we're also smaller, so it's easier. I think that other people are quite surprised that I work flexibly even within my department in the other offices. (Kelly)

Overall, research participants agreed that the negotiation of flexibility i-deals is reliant on workplace location. Individuals working in smaller regional offices reported more scope for flexibility than their colleagues based in headquarters or London offices.

## **9.10. Technology**

Another reported theme that emerged was technology. Research participants described the extent to which technological advancement allowed them to request and successfully obtain flexibility i-deals. The availability of mobile phones, internet, laptops, tablets and other technological devices have been described as enablers to the successful obtainment of a flexibility i-deals. One interviewee said:



You can access your emails by mobile device, you can do the conference calls by telephone or by video and it is very, very easy to advise your client and to be there and to reassure them and to be contactable. Before we did not have a mobile phone. You had to be in the office for them to call you. Now you are reachable practically everywhere. (Denise)

This access to technology is also aligned to the digital Taylorist practices within law firms that emphasise control and workplace surveillance. The availability of a variety of technological devices is also beneficial to the firm, therefore, as it enables managers and supervisors to monitor employees' activity as well as access employees and their performance metrics whenever deemed necessary.

During the interviews, research participants explained that organisations ensured that individuals were fully technologically equipped. Research participants elaborated on the technological devices they were provided with by their organisation, such as laptops, tablets and phones. It was described by research participants that being technologically equipped did not only enable them to work at any given time but also from any given location. One interviewee said:

We were given Surface Pro laptops. We have monitors in the office which we plug the Surface Pro into in the office and when I work from home, I have my exact same computer. So it's as easy to work from home as it is in the office.  
(Kelly)

According to the research interviews, technological advancements have also encouraged effective working practices within teams and across teams. Narratives have illustrated that advancements in technology have allowed lawyers to work efficiently with colleagues in different offices on cross-jurisdictional cases and presentations. As research participants described:

Partners here manage teams across lots of different offices and are accepting of technology. And they really embrace video conferences, like Skype, sharing documents, like they can share your screen and work on documents together like that. (Jill)

They have gone from everyone has to be face to face in the meeting room to the project managers in Poland, the developers in India. If you've got that kind of cross-jurisdictional team, everything's going to be on the phone anyway. So you don't even bother with the meeting room. Even if you are in the same building. (Sabrina)

Research findings therefore revealed that technology is an essential factor when individuals request flexibility i-deals. The availability of technology enables individuals to reconcile work with non-work demands and also teams to work from different offices and from different time zones. Research participants, however, also discussed how the use of technology brings several disadvantages, as will be outlined in the next section.

### 9.10.1. Technology as work intensification

Although research findings have described technology as an enabler for successful flexibility i-deal negotiations, research participants have also expressed that technology is being used as a means to control and monitor performance. For example, Kelly described that all lawyers within her law firm were given Surface Pro laptops on the first day of employment. This enables them to work in different locations as well as from home. The disadvantage of having portable technology, however, is that Kelly and her colleagues were expected to work all the time. As she reported:

Everyone has one as their computer. So on day one you get a Surface Pro and they plug it into their desk, and they're good to go so they could work from home, or because we're encouraged to travel between offices as well, as we do most of our training in the London office. But because you have a Surface Pro, you're expected to work on the train as well. And then you do your training and then you can go and sit a desk in London, plug in your laptop and you're ready to go. (Kelly)

Similar observations were made in the interview with Hannah. She described how technology enabled her to successfully negotiate a flexibility i-deal that helped her with childcare responsibilities. In the interview, Hannah described how the use of technology also meant that her work intensified, requiring her to be available at all times.

I don't know how many hours everybody's working these days, but it [flexibility] can have benefits and disadvantages, because it means you're always kind of on call. (Hannah)

Lastly, Barbara described that technology increased the pace of work. The implication is that, due to technological advancements, lawyers are required to act fast and respond immediately to an enquiry. In the interview, Barbara provided an example of how technological advancement changed the pace of work:

One of my professional support lawyer colleagues went back to a fee-earning role to give some support on a big transaction at one point. And he came out looking shell-shocked from that experience because he said the pace of things has just ramped up so much. Because previously, if you think of the postal world, you wrote a letter, you popped it in the post, it took a day to get there, and at least a day to come back, and probably a day's thinking time in the middle. So you knew you could look at other things for three days. And then, you know, things would sort of cycle. You'd have that breathing space. Whereas now you fire off an email. You could have an email back five minutes later. (Barbara)

This section of the chapter outlined the importance of technology in successful flexibility i-deal obtainment. On the one hand, the research findings revealed that technological advancement enabled individuals to work more flexibly and to work from different locations and at different times. On the other hand, participants

expressed that the availability of advanced technology also meant that individuals were expected to work more (e.g., on trains) and around their non-work demands (e.g., after children have gone to bed). This has meant that the use and availability of technology have facilitated the ability to negotiate flexibility i-deals but has also contributed to work intensification.

### **9.11. Industry experience and length of service**

Industry experience has been used in previous research papers to discuss the extent to which human capital influences i-deal requests and i-deal receipt (for example Ho and Tekleab, 2016). In their research, Ho and Tekleab (2016) conclude that industry experience and i-deal requests and i-deal receipt were not significant. However, this study disagrees with the findings demonstrated by Ho and Tekleab (2016). This study's research findings illustrate that industry experience as well as length of service were often taken into consideration when i-deal negotiations were made. Overall, research participants agreed that industry experience and length of service increased the likelihood of negotiating flexibility i-deals successfully:

I would say that I feel valued because I'm an experienced lawyer. I've been doing it for 20 years, so they value my experience and see it as adding a contribution. And in turn they trust me and are happy to be flexible. (Christina)

I did grow up there. So I've been there since I was a trainee. And when I made the request, it was to the person I've always worked for. We've worked together for the past ten years. So in some ways, it was quite easy for him to agree because he knew what the score would be, basically. (Linda)

I've been here for my entire career and people know me. So I did my trainee contract here. And people know me and they know that I am hard-working and I guess there was never really a huge question about it. (Jill)

I think it probably helps you know that I was at Bilen LLP\* for 11 years. So you know, I guess I kind of already established my reputation. (Rebekkah)

*\*All firms were given a pseudonym to protect their identity*

The themes of length of service and industry experience recur throughout the data set. A common view amongst interviewees was that, through their length of service and industry experience, they have gained a level of trust that enabled the flexibility i-deal negotiation.

It is of importance to highlight that the emphasis on industry experience and length of service as a contextual factor for successful flexibility i-deal negotiations does not favour junior lawyers and younger employees. Therefore, these findings reveal that, contrary to what i-deal literature states about 'all employees' (Rousseau, 2005) being able negotiate a deal, restrictions do apply. The facilitation of negotiating flexibility i-

deals being reliant on seniority (as described in section 9.6), length of service and industry experience excludes junior professionals, newly qualified professionals and young professionals. These findings, therefore, highlight that i-deals might be ideal for some members of the working population but perhaps not so ideal for new entrants.

## **9.12. Individualism**

Individualism is another factor that has been identified as influencing flexibility i-deal negotiations. Liu et al. (2013) argue that individual values should be taken into account when examining i-deal effects. In their research, the authors hypothesise that an employee's orientation towards the self should have implications for the relationships between i-deals and outcomes. Further research undertaken by Liao et al. (2016) indicate that proactive behaviour is essential when seeking to negotiate flexibility i-deals. Further research undertaken by Davis and Van der Heijden (2018) describes how a lack of self-confidence influences individuals' ability to obtain an i-deal.

The findings of this research highlight that individualism is an important contextual factor for a successful flexibility i-deal request. Research participants who expressed high levels of individualism or an individualistic trait were more likely to request and demand flexibility than participants who expressed lower levels of individualism. Participants expressed that being individualistic is part of their personality and that this personality trait is converted into how they shape their working life. It was

expressed that individualism was a factor that influenced participants' deviation from meeting the employment expectations within the legal profession. Three interviewees stated the following:

There are people in our team who would feel less confident about saying they were going to work from home without a specific reason. Whereas I'm quite happy to say, I'm going to be working from home tomorrow, full stop that there's no like, there's no other explanation needed. And I've openly had a conversation with them, in my appraisal meetings where I've said, if I don't have a reason to come into the office, then I will be working from home. And that, I suppose, is my character. (Kelly)

I don't like being in the office for no reason so I'm not going to sit in the office and pretend to be on the bridge and to be working until 9pm just because other people are sitting around. If I've got my work done at six and I will leave. (Rebekkah)

I remember we had an HR manager who frowned upon flexible working. I challenged it and said: 'Look if I only stay here for you to see me, I am not bringing any advantage to the organisation.' I was the only one speaking up and all the others were silent. (Denise)



Participants also indicated that the individualism of their colleagues enabled them to negotiate a flexibility i-deal. In her interview, Michaella expressed how her colleagues' high level of individualism helped her negotiate a flexibility i-deal. As the colleague was granted the flexibility she requested, it was more difficult for management to reject Michaella's flexibility i-deal request. In the interview she stated:

When I went back to work after I had my first child, I was lucky in the sense that one of my colleagues had just had the baby six months before me, took about the same time off, came back on a flexible schedule. And she's quite a forceful sort of personality. So she basically said, 'I'm doing four days'. And because she'd already pushed that through then obviously because they gave it to her they had to give it to me. (Michaella)

### **9.13. Trust**

I-deal literature is predominantly framed on the social exchange theory (Blau, 1964) which emphasises on trust and reciprocity for a successful exchange relationship. Since there is no way to assure an appropriate return of a favour, social exchange requires trusting others to discharge their obligations. Whilst distrust in economic relations is expected, distrust in social relations is a sign of unfriendliness (Blau, 1964).

Rousseau (2005) suggested that flexibility i-deals may be granted to trusted employees. Further, Ng and Feldman (2015) report that employees' organisational trust mediated the relationship between i-deals and voice behaviour. Findings of this research also exhibit that trust is an important factor in the i-deal negotiation process:

It's just all built on trust and close supervision and discussions. We treat them like adults. People are just trusted to do what they need to do. (Mandy)

So it's important to build a level of trust. So if you have built a level of trust between your partners, it's easier to negotiate. Obviously, you cannot ask this from the first day, so little by little you build the trust. (Denise)

### **9.13.1. Building trust**

I think it's because with any kind of business relationship, you have to build up trust. As you build up trust, you build up, you know, a kind of established relationship. (Karen)

As Karen above has highlighted, trust is the foundation of a good, solid business relationship. Since social exchange requires trusting others to reciprocate, the initial problem is to prove oneself trustworthy. The continuous exchange process within social exchange gradually generates trust amongst the parties involved in the social

relations through their recurrent expanding character. Exchange relations evolve in a slow process, starting with minor transactions in which little trust is required because little risk is involved. As individuals regularly discharge their obligations, they prove themselves trustworthy of further credit. The gradual expansion of mutual service is accompanied by parallel growth of mutual trust. Research participants described that two elements assisted in the process of building trust: length of service and illustrating competencies and work ethics.

Firstly, participants described that organisational tenure enabled them to build trust between themselves and their management. Working with the same line manager for a number of years enabled them to prove they are trustworthy and therefore should be eligible to work flexibly.

The partners I was working for, I worked for quite a few just before I got it, and they were really great with it. (Rebekkah)

I think the more senior you are, the easier it is, because I think just because you're more trusted, you're more known. (Helen)

Secondly, research participants described that proving themselves and their competencies as well as a strong work ethic assisted in the trust-building process. These values were mentioned by a number of interviewees:

I've been here three years and I sort of showed them that I could be trusted. That I was going to get the work done and that I could do the output.  
(Barbara)

I think a lot of this comes with trust. But you have to build that up. I think that comes from knowing them and seeing them work over a period of time. (Nia)

The two narratives above have highlighted that it is of importance to build trust. The narratives also pinpoint that building trust takes time. Therefore, it is only after a certain amount of time, once the trust is built, that these interviewees could feasibly expect a successful outcome to their flexible working request from their law firm partners. However, the narratives also illustrated examples of economic exchange when discussing trust and trustworthiness. This is not aligned with the fundamental premises of the social exchange theory but illustrates elements of human capital theory, which amplifies the importance of economic exchange.

As a result, research participants, although stating that trust is build and takes time also reveal findings how practices of monitoring and control. The two narratives below elaborated on the extent to which the transactional employment relationship serves as a means to measure trustworthiness to work flexibly:

I personally don't I think if you can't trust your staff, then you shouldn't have them. It's that simple. If you can't trust your staff to be working for you, then

when they're home or in the office, then they shouldn't be your staff. But yes, I mean, when I've done my presentations about working from home, one of the issues that keeps being raised is how can we trust our staff to be working? And my answer will always be: 'Well, we work in probably one of the most easily monitored industries in the world.' Everything we do is time recorded, you can see instantly what's someone done in the last three or four hours. (Lola)

A few years ago, it used to depend on whether the partner trusted you, and it could be given a trial. Now, they've changed that and it's that you will be trusted and if you screw up then it'll will be taken away from you. So they're trying to change the perspective a little bit, which has been hard with a lot of the elderly partners, believing a bit more in presenteeism. (Sabrina)

Both narratives above explain how employment surveillance and digital Taylorist employment practices are used to provide evidence of trustworthiness, which means that in essence there is no trust at all. This contradicts the WOP understanding of trust, which is relational rather than transactional. Particularly with the second narrative, from Sabrina, the notion of 'punish and control' is exhibited, where individuals who fail to prove their trustworthiness are excluded from any further flexibility i-deal negotiations. These findings are of importance as these do not only challenge the view of applying the social exchange theory in flexibility i-deal research but also challenges the core flexibility i-deal theory.

### 9.13.2. Trust through control

Having established that trustworthiness is obtained through workplace surveillance in the form of control and monitoring as well as digital Taylorist employment practices, research participants elaborated on the extent to which trust is acquired through control. In the narrative below, Hannah explains that she trusts her team. Interestingly, when describing trust, Hannah provided transactional rather than relational examples. She describes that her team needs to update her on what they are doing and on what times.

I'm really big on flexible working, because I think it makes sense. So I tell them yes [they can work flexibly], as long as they let me know what they're doing, if they're not going to be available at any time, particularly if I need to call them and they do their work by the time I need it. And all you've got is the trust of the person doing the job. So if you're not actively properly delegating work for them to do, you can't expect them not give it back to you. So the person in charge has a bit more responsibility I think to make sure that they keep their staff busy. (Hannah)

Similar findings were found in the interview with Rebekkah. In the narrative below, Rebekkah outlines that she was trusted to work flexibly, as long as she always informed her partners and her team where she was. It seems as though trust in the legal world has a different meaning to the WOP traditional definition of trust which will be elaborated on in Chapter 11. This is yet another example where interview

participants describe the transactional element of the employment relationship as trust rather than the relational element:

However, the partners I was working for, I worked for quite a few just before I left, and they were really great with it. Basically, they just treated me like an adult and I just, you know, I made sure I always got my work done. I made sure people always knew where I was. (Rebekkah)

Lastly, Jill described how she successfully negotiated a flexibility i-deal with her law firm partner. This negotiation enabled her to reconcile work with childcare demands. In the interview, she outlined that her ability to work flexibly is reliant on her informing her partner what she is currently doing. This relationship can also be interpreted as being 'trusted though control', as her manager can trace not only her work activity but also non-work activities. Again, this narrative illustrates that participants feel trusted because they are monitored and controlled rather than trusted because of the relationship they have built with their managers.

I take a morning off here and there and take my daughter to swimming class at school or do the volunteer work at school or something or I do stuff during the working day when I would otherwise be working. As long as I tell my boss what I'm doing and where I am he doesn't mind. (Jill)

These narratives describe trust as a transactional relationship. Managers and employees perceived that they are trusted but in fact are consistently controlled by their managers about their whereabouts. This contradicts with the core definition of trust within the WOP literature, but also the definition of trust within the social exchange theory. Far from an act of trust, disclosing information about their activities during working times and outside working times is aligned to the literature of workplace surveillance, which indicates that these practices can have implications for an individual's lifestyle outside work.

### **9.13.3. Trust through monitoring**

The above section outlined how partners trust their employees through control. In this section, it will be discussed how the research findings have revealed that trust is also acquired through monitoring employees and workplace surveillance.

In the example below, Helen outlines the experience a colleague of hers had when requesting a flexibility i-deal. The request was granted; however, the firm required the colleague to be logged in via a laptop as opposed to a mobile device. If individuals are logged in on their laptop, the system will recognise that they are online, and superiors can also check what cases the individual is currently working on. This is another example of the ubiquitous surveillance practices in the legal industry.



There's a conflict between the firm's official policy and what actually happens because I've heard anecdotally from a friend of mine who worked at a firm who make a big thing about their agile work but on the days when they're agile working, some ridiculous associates told her that she had to be logged in on the laptop, she couldn't use a phone. She had to be logged in so that the firm could tell, could check her, what she was doing. (Helen)

This, again, is not aligned to the literature of trust or how trust is defined in the social exchange theory.

The firm Mandy works for has introduced an employer-driven flexibility i-deal. In the interview, Mandy outlined that the firm trusts employees to work flexibly and that they are treated like adults. However, she also mentions that the firm monitors employees' billable hours on a regular basis to ensure that these are met.

It's just all built on trust and close supervision and discussions. We treat them like adults. We have a sign in and sign out, but that's purely from a fire regulations point of view, we don't use it for anything else. And people are just trusted to do what they need to do. The fee-earners have got chargeable targets and those are monitored. But other than that, we don't even monitor when they're logging into our systems or anything. (Mandy)

The billable hours target and advancements in technology have facilitated monitoring employees within organisations, but has also enabled a programme of trust to be built. Within this section, it was described how trust through monitoring influences partners' decisions on flexibility i-deal negotiations.

### **9.14. Chapter summary**

This findings chapter has thoroughly described the themes that have emerged in relation to the contextual factors influencing flexibility i-deal obtainment. As the section has illustrated, research participants reported twelve broad themes that served as enablers to successful flexibility i-deal negotiation. These factors range from personal characteristics, job characteristics, client characteristics and organisational work systems such as technology.

These twelve factors fit within the human and social capital theories but also emphasises one the broader employment relation factors than need to be taken into account to obtain a flexibility i-deal. Findings further illustrate reasons why flexibility i-deals are rejected. This adds to the body of flexibility i-deal literature as quantitative research so far only tests relationships of variables. The addition of narratives, however, provides an explanation as to why certain contextual factors work in favour for some employees and not for others. For example, i-deal literature may have illustrated that senior employees and veterans are able to negotiate flexibility i-deals (Rousseau, 2005), but it fails to explain why junior employees are discouraged from requesting flexibility i-deals. The findings of this study reveal that the negotiation of

flexibility i-deals by junior employees can have several negative effects, such as damage their personal brand and their on-the-job learning. Therefore, the findings reveal not only the contextual factors for successful flexibility i-deal negotiation but also why certain identified factors may work in favour for some employees but not for others.

This study has also highlighted that the employment relationship influences the contextual factors for flexibility i-deal obtainment. For example, in the section that reveals findings on technology, narratives show that participants employed within law firms that equip their employees with several technological devices are more prone to allow their employees to work flexibly. This is due to always having access to employees and employees being able to complete their work from any location. In the example of Kunama LLP, employees were given the same technological set-up in their global offices as well as at home, ensuring that they can work efficiently and effectively from any work location. Having multiple devices that are connected to the organisational server also serves as a surveillance tool, as managers and supervisors can monitor and control whether employees are currently working, the documents they have last accessed as well as how many hours they have billed. This indicates that workplace surveillance and digital Taylorist practices influence flexibility i-deal requests.

The section discussing trust illustrates a skewed understanding of trust, which is supposed to be a relational aspect between people. However, findings of this study reveal that, although trust is believed to be an important factor to flexibility i-deal

negotiation, the description of trust and proving oneself trustworthy is transactional or economic rather than relational or social. For example, participants described how they are trusted as the organisation has monitoring and control mechanisms in place that proves that they are trustworthy. Therefore, although trust is an important component of (flexibility) i-deal research, the literature has never sought to examine what trust means and entails within certain employment contexts. In line with the digital Taylorist and workplace surveillance practices carried out within law firms, the employment relationship is deemed economic rather than relational. This study therefore also contributes to the understanding of how trust is interpreted within flexibility i-deal obtainment.

As this section has illustrated, the successful obtainment of flexibility i-deals is quite complex and encompasses a number of factors that need to be considered. Contrary to what the i-deal definition suggests, the findings of this chapter suggest that i-deals are reserved for the select few who are deemed as eligible to negotiate a flexibility i-deal. However, since the successful negotiation of flexibility i-deals is dependent on a number of factors, the findings of this research suggest that flexibility i-deals may – contrary to what the i-deal literature suggests – include elements of favouritism and preferential treatment.

Having provided a holistic understanding of the contextual factors involved in flexibility i-deal negotiations, the next chapter seeks to explain the negotiation process. Thus far, no study has sought to illustrate findings on how i-deals are negotiated. The only qualitative research conducted within the realm of i-deals was

by Bal (2017b), who sought to illustrate why employees negotiate i-deals. However, existing i-deal literature has yet to elaborate on the elements and dynamics of the negotiation process. It is hoped that Chapter 10 will fill this gap in knowledge by providing a thorough understanding of the nature of the flexibility i-deal negotiation process.

## **Chapter 10      Qualitative findings IV – flexibility i-deal negotiation process**

### **10.1. Chapter introduction**

This section will reveal the themes surrounding the negotiation process of flexibility i-deals. Although extensive research has been carried out on quantitatively identifying the contextual factors and outcomes of i-deal requests (such as Ho and Tekleab, 2016), no single study exists which investigates the flexibility i-deal negotiation process. To date, the only qualitative research paper within the i-deal research realm which seeks to understand the reason behind employees' i-deals negotiation was published by Bal (2017b). In the paper Bal (2017b) describes that employees may have different motives for negotiating i-deals, and consequently also experience different enabling and inhibiting factors in the process of obtaining i-deals. Yet the paper did not describe how i-deals were negotiated. Scholars such as Liao et al. (2016) and Simosi et al. (2021) have raised concerns about the lack of understanding around the i-deal negotiation process. This section, therefore, seeks to elucidate this process.

In order to investigate this phenomenon, this section commences by describing the rationale for managers in negotiating flexibility i-deals, and the reasons and consequences of flexibility i-deals being rejected. The section then delves further into understanding the power of partners in the flexibility i-deal negotiation process and

the extent to which flexibility i-deals are overtly communicated to HR, clients and colleagues. It will be revealed that, although colleagues are made aware of flexibility i-deal negotiations and approvals, research participants have described that many colleagues have shown signs of benign envy. This section will conclude with a brief summary of the research findings.

## **10.2. Why do managers negotiate flexibility i-deals?**

In their research, Hornung et al. (2009) identified that supervisors granted i-deals in the context of unfulfilled organisational obligations towards employees. More recently, Laulie et al. (2019) found that supervisors grant i-deals when they themselves have received i-deals in the past. The findings of this research reveal two further reasons to the rationale behind managers approving flexibility i-deal requests within UK law firms. These reasons are to do with diversity recruitment and development as well as talent retention, which will be discussed in the following section.

### **10.2.1. Diversity recruitment and development**

Diversity recruitment and development has become prevalent in the UK since the late 1990s (Avery, 2003). In particular within city law firms, diversity recruitment and development as a higher degree of gender disparity can be identified. Although increasing numbers of women have entered the legal profession, female lawyers

have been less successful in progressing to high-ranking organisational positions (Crompton and Lyonette, 2011). The focus of many law firms is therefore to increase the percentage of female lawyers in senior positions. One research participant said:

So 21st century law firms, if you go on their website, they will talk about inclusivity and diversity that talk about wanting to appeal to a broad range of people. And as law firms have to compete, even more than they already do, this kind of stuff [diversity] will become even more important. And it will become something that people will hold people to account for. (Karen)

Research participants reported that focus has been given to diversity and inclusion initiatives not only for recruitment and development purposes but also for business development and marketing purposes. Research findings revealed that a diversity quota helped partners when pitching deals to clients. One research participant, Helen, said: 'Clients are asking to see diversity, they want to see a diverse team, they want to see diverse people in all levels.'

Also commenting on the importance of diversity recruitment and development to attract and retain clients, another interviewee elaborated on how her flexibility i-deal negotiation enabled her managing partner to win a pitch with a client:

The partner was going to a pitch with the general counsel of a big international firm, and they asked him about diversity amongst his team.



Specifically, does any of your team work flexibly? And he was very proud to say: 'We have a flexibly working mother on our team' – meaning me. It has also made me feel a little bit powerful to know that the partner needs me in order to be able to tick that box with clients. (Kate)

### **10.2.2. Talent retention**

Interviewees also reported that managers granted flexibility i-deals for talent retention purposes. Having a high percentage of talent retention helps partners to maintain knowledge and expertise within the team. Once qualified and specialised within a practice group, it is uncommon for lawyers to alter their legal specialism and practice group. Lawyers specialise within the field of the practice group and, as a result, gain very specific and niche legal knowledge about an area of law. Research participants who practice law in a niche legal market outlined how their managers granted flexibility i-deals in order to maintain the knowledge within the team and avoid turnover intentions. As described by the research participant Claire, her partner supported her flexibility i-deal negotiation as the practice group they operate in and the legal knowledge required is very niche, thus making it difficult to recruit within the legal labour market.

There's competition. But if it's a niche within a niche, shipping work is quite niche. There are, like, one or two or three firms that do the yacht work and there are a couple more that are more yacht-focused than others. (Claire)

The qualitative interviews in this section indicate that granting flexibility i-deals can be beneficial to the legal firms as well as the employee. Nonetheless, not all flexibility i-deal negotiations are granted. The next section, therefore, will focus on discussing the findings around the consequences of and the reasons behind rejecting flexibility i-deal requests.

### **10.3. Consequences and reasons for rejecting flexibility i-deal requests**

Research findings show that the successful negotiation of flexibility i-deals has numerous benefits for the individual as well as the organisation. Flexibility i-deals were found to be positively related to job satisfaction (Ho and Tekleab, 2016; Rosen et al., 2013), affective commitment (Liu et al., 2013), motivation to continue working after retirement (Bal et al., 2012), organisation citizenship behaviour (Anand et al., 2010), and voice behaviour (Ng and Feldman, 2015). It was also shown to combat work-family conflicts (Hornung et al., 2008) and strain (Hornung et al., 2014). Existing literature, however, has not provided much emphasis on the effects on those whose flexibility i-deal was rejected (Bal and Rousseau, 2015). This section of the findings chapter, therefore, will highlight the consequences of this rejection.

Findings have shown that the rejection of flexibility i-deals often leads to employees leaving the organisation. This was exhibited by Simosi et al. (2021) who describe that ex-post i-deals can involve threats to quit and can lead to a dispute. During the

research interview, one participant reported that the rejection of flexibility i-deals had resulted in her and many of her colleagues resigning and joining a competing firm.

I feel like the culture at Saho LLP\* is far more family-friendly, flexible and treats people like adults. HR is not involved in every single decision. There's not a presenteeism culture at all. I think that's good and I know a lot of people who have left Nara LLP\* [previous employer] to come here to Saho LLP\* for its flexibility. (Rebekkah)

*\*All firms were given a pseudonym to protect their identity*

Having identified that the rejection of flexibility i-deals can lead to resignation, research findings have also provided reasons why managers and partners reject flexibility i-deal requests. During the research interviews, three main themes for the rejection of flexibility i-deal requests emerged. The first theme that was described by research participants was that the flexibility i-deal requests need to be aligned with the firm's overall business strategy.

We're not just giving everybody everything that they want, they've got to fit in with the business as well, but we definitely work with people to try and make it work. (Sarah)

If it doesn't meet the business need in some way or if it doesn't work for the team then it won't happen. (Lola)

The second theme that emerged was that partners feared that their management style would be criticised by other partners if they approved flexibility i-deal requests. In the narrative below, Doreen explains that partners within an organisation who are less inclined to approve flexibility requests would question the management style of a partner who does:

The problem is prejudice in city firms. Even if in a team, like, you as the partner that runs the team think this [letting subordinate staff work flexibly] could be okay. In the next team there would be a group of people [partners] who might think that it is not okay. And then if your figures go through a dip for whatever reason, well that it is because they're not working their team hard enough. (Doreen)

The third theme that emerged from the findings is that flexibility i-deals were rejected if they were sought ex-ante. The i-deal literature suggests that i-deals can be negotiated ex-post and ex-ante (Rousseau, 2005). The majority of i-deal literature focuses on i-deals negotiated after the commencement (ex-post) of employment, stating there is very little understanding of the degree to which i-deal negotiations are successful when negotiated during the recruitment process or during induction. Even though, in all cases, research participants negotiated their flexibility i-deals ex-post, some participants recalled experiences where they sought to negotiate a flexibility i-deal ex-ante.

For example, one research participant described her experience of seeking to negotiate a flexibility i-deal ex-ante. As illustrated in the extract below, the flexibility i-deal was unsuccessful and resulted in the employer withdrawing the employment offer, citing a miscommunication between HR and the partner. Although the aim of this research is not to understand the differences between successful negotiations of ex-ante and ex-post i-deal requests, this finding indicates that ex-ante i-deal negotiations are less likely to be successful. This raises questions about preferential treatment as, again, i-deal literature claims that all employees should be able to negotiate an i-deal.

I had an interview and they really wanted to hire me. Then I said: 'But I really would like to work flexibly.' And all I requested was, I was going to work three full days and two days for five hours. So to do school pick up on two days. That's all I wanted. That was my request and they sent me an offer. And the partner and the HR department got confused between each other and then within a day they retracted it [the offer]. They came back to me and said: 'No, actually, the partner didn't realise that you were not going to work full time.' They didn't ever come back to me. So that wasn't a very good experience.  
(Michaella)

This section of the chapter has examined the findings on the implications of a flexibility i-deal request being rejected. As illustrated in this section, partners described that not all flexibility i-deal requests are immediately approved and therefore there is a negotiation process that takes place. Research participants also

described the effects of organisations rejecting flexibility i-deal requests, which often leads to employees exiting the organisation. A key finding of this section revealed that it is often difficult to address the effects of rejected ex-ante flexibility i-deal requests. As the findings in this section have shown, individuals seeking to negotiate an ex-ante i-deal have very little bargaining power as employers can retract job offers prior to the commencement of employment.

#### **10.4. Flexibility i-deal negotiation process**

Simosi et al. (2021) call for further research identifying the stages within the negotiation process. This includes a further understanding of negotiation behaviours as well as the interaction sequences and phases in dynamic negotiations. This section seeks to further shed light on both elements of the negotiation process.

This research study interviewed partners as well as associates. This provided the opportunity to ask both parties how their flexibility i-deals have been negotiated. This is particularly interesting as law firms operate in a partnership employment structure where partners have significant power in comparison to bureaucratic employment structures. Current research has either investigated the negotiation of i-deals of employees (Bal, 2017b) or the extent to which the supervisor-employee relationship facilitated flexibility i-deal negotiations (Kelly et al., 2020). However, thus far, research has failed to investigate the process of negotiating flexibility i-deals for managers as well as employees within the same industry.

Although i-deal literature explains that flexibility i-deals occur as a result of a negotiation, and interview participants indeed refer to the flexibility i-deal process as a negotiation, the interview excerpts below illustrate that, when partners arranged a flexibility i-deal, they simply informed their colleagues rather than negotiated or made a request:

It's just something that I've negotiated with the other partners. I literally popped my head into the office of a senior partner and said: 'Right my daughter is going to school in September, these are the activities she'll do, this is why I need to be out early.' And he responded: 'That's fine!'. (Sarah)

I just told the other Partner that I was working 08:30am to 04:30pm, four days a week. (Doreen)

I negotiated it with our managing partner. So I just talked to our managing partner about it and told him what I want. (Imani)

Whilst partners informed their colleagues that they have chosen a flexibility i-deal that works best for them and then applied it to their daily working lives, findings show that associates had to engage in an active negotiation process with their manager or partners. For instance, Sabrina said: 'I negotiated it with my boss. My line manager.' and Jill said: 'It's really just a matter for your line manager and your head of department to negotiate and approve it.'

As reviewed in the law firm context chapters, legal firms are traditional entities which are governed by processes, policies and systems. The disregard of these processes, policies and systems during the flexibility i-deal negotiation raised some questions around power. The majority of interview participants stated that their employer had a HR team available, yet employees opted to negotiate flexibility i-deals with their line managers. This highlighted the importance of further investigating the power relations between HR and partners in flexibility i-deal negotiations.

### **10.5. Power relations in the flexibility i-deal negotiation processes**

A key aspect of the pre-negotiation stage of i-deal obtainment is the power dynamics (Simosi et al., 2021). As part of this research, interview participants described the negotiation process of their i-deals. Interestingly, it was observed that participants negotiated flexibility i-deals with partners rather than their HR department. This raises questions around the power of HR and the power of partners when it comes to workplace negotiations. Research participants outlined that HR was often primarily consulted for flexibility i-deal negotiations, however, the rejection of an i-deal request led individuals to negotiate i-deals with their partners instead.

Claire sought to negotiate flexibility i-deals with the HR department. In the research interview, Claire described that the HR department rejected the flexibility i-deal request since it was believed that the approval of such a request would set a precedent in the business and other members of the firm would then also seek to



make a similar request. In the narrative below, Claire outlines that the power of the partners enabled her to negotiate the flexibility i-deal negotiation successfully:

I don't think it would have happened unless the partners fought and pushed for it and told HR that they have already decided that for the team and for the business. The partners are quite forceful and quite independently minded. So I think it's very much because they were pushing it because they presented it as not a request but something that is happening. (Claire)

Similar to the interview with Claire, two of the other interviewees described that HR often rejected flexibility i-deal requests to avoid others applying for similar i-deals:

HR would say: 'No, we don't want to create a precedent.' You would be blocked by HR. And then those people would leave, and I just think that has cost you so much money, like so much knowledge, so much training, so much investment has just walked out the door. (Rebekkah)

You know their perception is that 'if somebody asks, then everybody will ask'. We've got the technology to work flexibly. As long as you're getting the work done, and everybody is responsible in the way that they work, and you've got to trust them to do it. And what is the problem with everybody asking for flexibility? The only issue is that they feel like they're losing control of their employees. (Suzie)

The narratives reveal that partners have power to override decisions made by the HR department in the flexibility i-deal negotiation process. This view was echoed by another research participant, who described that partners have more power in implementing employment conditions than HR:

If the partners didn't approve it, it wouldn't happen. So I went directly to the partner for the approval. Because HR itself couldn't tell a partner to let me be flexible. In all the firms I've worked at I've never seen HR have that power. It's ultimately the partner who has that power. (Hannah)

Another theme research participants elaborated on was that HR often sought to apply a universalistic approach to flexibility i-deal negotiations. In particular within large organisations, this universalistic approach in flexibility i-deal negotiations was seen as unfavourable because different practice groups have different needs. As one interviewee puts it:

HR are meant to be supporting the business to actually understand what all the teams do and how the teams work. In particular to understand what works for an insurance litigation team is not necessarily what works for a small niche transactional team. (Claire)

Claire further describes that the application of a universalistic HR approach to different departments – and thus not fully understanding the demands and

requirements of individual departments and teams – has led the i-deal applicant to perceive that HR is 'obstructive' rather than helpful:

I think the relationship between partners in our team and HR was quite poor because I think partners view HR as kind of an obstacle to running their business and their practice area. And the thing is they view HR as obstructive rather than helpful. And that was also my experience with my dealings with HR when it came to flexible working. HR was obstructive rather than helpful.  
(Claire)

In addition, according to two interviewees, the involvement of HR in the flexibility i-deal discussion adds no value to the negotiation process as, ultimately, it is the managers and partners who have the final say in approving these requests.

We are in the legal team, and we are a quite senior team within the organisations. The view is you really do not need a HR or personnel manager to help you work out how to support the employee. (...) so he basically just cut all of them out and we just and we made the decision. I mean, it's no disservice to the HR personnel I think it's just the feeling that we didn't really need to engage them. (Karen)

I think there's a feeling that if you involve HR, it would become more formal and therefore there'd have to be some protocols to apply to the whole office and would have a big impact. (Christina)

This section of the chapter has illustrated that flexibility i-deals are often negotiated between partners and employees, and HR was often not consulted and often also not informed post-negotiation. Partners having a dominant and influential status within law firms enables them to override or dismiss HR policies and decisions on flexibility negotiations. Therefore, ultimately, flexibility i-deal negotiations tend to be made between managers and individuals, and kept confidential from the HR department. It is therefore imperative to discuss the scope of secrecy in the flexibility i-deal negotiation.

## **10.6. Secrecy in i-deal negotiations**

The literature review chapter explained that, through the negotiation process, i-deals are separate from favouritism, cronyism and preferential treatment. Furthermore, the existing literature states, discussions around i-deals ought to be transparent and openly communicated. Therefore, in theory, when an i-deal is negotiated between an employer and an employee, the deal is legitimised by being made public so that acceptance by co-workers is obtained (Lai et al., 2009).

Anand et al. (2010) state that i-deals are objective conditions which employees negotiate with their employers, yet other research suggests that i-deals are informal and private arrangements (Lai et al., 2009). This raises the question of the extent to which i-deals are fairly distributed and differ from favouritism and preferential treatment. Conway and Coyle-Shapiro (2015) argue that the level of implicitness in i-deal negotiations is unclear. The authors further suggest that if i-deals are implicit then the concept of i-deals risks being indistinct to psychological contracts and, thus, its value to organisations as a signalling mechanism is greatly reduced (Conway and Coyle-Shapiro, 2015). The implicit communication of flexibility i-deals also impact interactional fairness (Lai et al., 2009), which in turn contradicts the core belief of i-deals. The findings have revealed that i-deals are differently communicated to HR, clients and colleagues. This section uncovers these findings in turn.

### **10.6.1. Secrecy towards HR**

As described above, research participants revealed that flexibility i-deal negotiations were, in most cases, arranged directly with partners and the employees. The reason for this is that HR was not perceived to be an appropriate advisory function for flexibility i-deal negotiations. Research participants recollected incidences where i-deal requests were rejected by HR and therefore negotiated with Partners instead. These scenarios have caused for flexibility i-deal negotiations and obtainment not to be communicated or disclosed to the HR department. Interviewee Christina said: 'I think there's a feeling that if this works quietly, let it work quietly and not upset the apple cart.' And Kelly said: 'As long as your team is functioning as it needs to, and

you're functioning within the team as you need to, I don't think it's an HR thing, really.'

### **10.6.2. Secrecy towards clients**

Research findings also revealed that flexibility i-deals are often not explicitly communicated to clients. Having described the nature of the legal firms in the context chapter and revealed some findings on the pressures of working in legal firms in Chapter 7, it can be understood that most firms are reluctant to communicate flexibility i-deals to their clients as they might be perceived as not committed to the role. As some research participants stated:

The natural instinct to want us to keep reasonably private some of the reasons why you're not available between five and seven. (Nia)

It's not something I shout about. So I tend to not tell them [clients]. I don't want clients to think you're less committed just because you're on a three-day week basis. (Imani)

Someday I'm going to out myself as a part-time lawyer. I have told the PAs not to say that I'm off and all that sort of thing. It's not something that I tell them [clients]. (Doreen)

As section 9.5 revealed, different types of work invites different client characteristics. Therefore, it might be perceived that if a client operates in a high-pressure environment, it is seen as advantageous if lawyers are fully available. Whereas, in practice groups that operate in more flexible environments, lawyers may have the platform to disclose the flexibility i-deal they have negotiated. This has been expressed by one of the interviewees, Kate, who states that disclosing her flexibility i-deal 'depends on the client'. She added:

If they're the sort of finance people, they might not know, but in sort of retail businesses, or any tech companies and stuff, people are a bit more flexible, generally; but it varies. (Kate)

Similarly, another interviewee, Claire, states that, even though she openly communicates her flexibility i-deal with other lawyers and internal clients, it is not communicated to external clients:

I'm open with other lawyers but not with my clients about it. And I'm also open with internal clients like with other teams within the firm about it. But again, it's just our actual clients who don't know. I think they'd like the feeling that lawyers are always available. I think there's also because you don't know how clients are going to react. It feels better. (Claire)

### 10.6.3. Secrecy towards co-workers

As Claire expressed in her interview above, her flexibility i-deal is not disclosed to external clients yet is openly communicated to colleagues and internal clients. Concerns regarding communicating flexibility i-deals to colleagues across departments were less widespread, this study has found. In fact, findings suggest that flexibility i-deal communication to colleagues from other teams was not uncommon, as a number of interviewees expressed:

Everyone knows that I am on a flexible schedule. (Linda)

Everyone in my team would know and is aware of my flexibility. But HR necessarily is not aware. (Christina)

I don't keep it a secret in the industry, other lawyers know in other firms that I work flexibly. (Imani)

Interestingly, although these i-deals have been openly communicated with colleagues and colleagues have shown no objection, research participants said they detected a sense of envy from colleagues who do not have an i-deal.



## 10.7. Co-workers' reactions to i-deals of colleagues

Van de Ven et al. (2012) describe benign envy as a positive motivation to improve one's own position, which comes from a belief that what the referent person possesses is attainable, making it an assimilative emotion. According to the authors, benign envy lacks hostility and resentment but includes the determination to improve oneself and to be like the envied person (Van de Ven et al., 2012).

Marescaux et al. (2017) investigated co-workers' reactions to i-deals through the lens of social comparison. In their paper, the authors apply a typology of co-workers' emotional and behavioural reactions to i-deals by dividing the emotions in four vectors: schadenfreude, sympathy, malicious envy and benign envy. Marescaux et al. (2017) discuss that benign envy is produced when a colleague has earned their favourable treatment, and thus that colleague is more positively received by co-workers as the situation is considered fair and attainable. The findings of this thesis revealed that flexibility i-deals were openly communicated with colleagues, thus interactional fairness was maintained, yet these deals also arguably produced benign envy from colleagues based on three main elements: gender, childcare and status.

### **10.7.1. Benign envy: Gender**

Chapter 9 dismantled all the contextual factors that facilitate flexibility i-deal negotiations. One of the factors discussed was gender. The quantitative as well as qualitative research findings revealed that female lawyers are more likely to negotiate flexibility i-deals, and that this sort of deal is perceived as solely for women anyway, especially those returning from maternity leave who need to adjust their work-life balance. This notion of available flexibility amongst female returnees caused some envy amongst those who did not fit the criteria. As outlined in the narrative below, a male lawyer who ideally wanted to work flexibly felt that he could not do so because he did not possess the personal characteristics that are perceived to be essential:

I was talking to a colleague about my arrangements, and he doesn't have kids. So he was like: 'Well, I'd love to do that. But I can't.' I said: 'But you can, everyone's entitled to make the request.' And he replied: 'You are a woman who has returned from maternity leave. It is expected that you will ask for some sort of flexibility or it's expected that you will work part-time.' (Jill)

### **10.7.2. Benign envy: Childcare**

This study's interviewees also detected benign envy amongst female lawyers who did not have childcare responsibilities. As outlined in 9.3, having children and

childcare responsibilities was also revealed to be an enabler for flexibility i-deal negotiations. Female colleagues with no children were, as a result, unable to negotiate the flexibility i-deals they desired. One interviewee distinctly felt benign envy from a female childless colleague, who expressed the notion that flexibility i-deal negotiation was predominantly reserved for those who have childcare demands:

I spoke to a colleague and she is like: 'If I had kids, I could have unpaid parental leave four weeks a year or eight weeks a year or whatever it is. My kids would be sick and I would sometimes leave work early. And I never do any of that because I don't have any kids. So I'm here all the time. I take my lunch, my holidays and that's it. No extra leave, no sick days, no unpaid leave, no working from home, but I want to do this personal thing for me.'

(Rebekkah)

### **10.7.3. Benign envy: Junior lawyers**

Lastly, findings identified benign envy amongst junior associates. Another contextual factor identified in section 9.6 of this chapter that enables flexibility i-deal negotiations is seniority. Yet, during the interview participants described how colleagues with the same industry experience were surprised if colleagues with the same employment characteristics were able to negotiate flexibility i-deals. As one interview describes:

They're often very surprised. They think it's quite, like, cool if someone gets to work flexibly. They are surprised because it's still very unusual. I mean, I know of a few associates of my firm who work a four-day week but they're usually more senior than me. It's usually mothers who make that decision. (Claire)

## **10.8. Chapter summary**

This section of the results chapter has revealed qualitative findings on the negotiation process of flexibility i-deals. The chapter commenced by describing the rationale behind managers agreeing to flexibility i-deals and that the benefits for the organisations include diversity recruitment as well as talent retention. Whilst managers did not negotiate their flexibility i-deal but rather demanded it, this study's findings explain that employees were expected to negotiate these primarily with their managing partners as they exercise power and authority within legal firms. This negotiation with partners implies that flexibility i-deals are kept secret from HR, which is often perceived as obstructive, though lawyers openly communicated their deals with colleagues and other lawyers. The open communication of flexibility i-deals with colleagues created benign envy, according to this study's interviewees.

# **Chapter 11 Ideal personas and the significance of factors for flexibility i-deal obtainment**

## **11.1. Chapter introduction**

The findings chapters consist of one quantitative findings chapter and four qualitative findings chapters. Whilst the initial aim of the thesis is to investigate the contextual factors influencing flexibility i-deal obtainment and flexibility i-deal negotiations, the findings also illustrated that some categories of employees or personas might be more likely to be able to request and obtain flexibility i-deals over others. These personas will be referred to as ideal personas for flexibility i-deal obtainment. Further, whilst the qualitative chapters illustrated numerous factors and conditions that enable the obtainment of flexibility i-deals, it is apparent that some factors are more significant than others. This chapter therefore seeks to further illustrate the ideal persona for flexibility i-deal obtainment as well as highlight the factors that are more significant in the obtainment of flexibility i-deals.

## **11.2. Ideal personas for flexibility i-deal obtainment**

As highlighted previously, Rousseau (2005) claims that i-deals are available to 'star performers and veterans' (2005: 8). Bal and Hornung (2019) contradict this claim and argue i-deals are available to everyone regardless of their status. The findings so far illustrate that there are certain human capital and social capital factors that enable employees to obtain i-deals over their colleagues. This finding is significant

as it contradicts some of the fundamental beliefs about i-deals. For example, i-deals are believed to be different from favoritism, nepotism, cronyism, and preferential treatment (Rousseau, 2005).

Based on patterns of personal characteristics, employment characteristics and career choice, the findings identified ideal personas for flexibility i-deal obtainment. The analysis for the findings has been retrieved from data illustrated in Table 16, Table 17, Table 35, Table 36, Table 37 and Table 38. The findings of this analysis are significant for a number of reasons.

The analysis revealed that the ideal persona for flexibility i-deal obtainment within the legal sector are women who share similar personal and employment characteristics and seek to achieve balance in their careers, In terms of personal characteristics, the ideal persona are women who are 35 years or above, married or cohabiting and have childcare or elderly care responsibilities. According to the extended research analysis, the shared employment characteristics of the ideal persona for flexibility i-deal obtainment within the legal sector are individuals who are senior associates or partners and work in litigation or dispute resolution, Their PQE is more than nine years, and their length of service is more than four years. These ideal personas are also more likely to be employed in firms that are located outside of London. Lastly, the analysis has revealed that the ideal persona for flexibility i-deal obtainment seeks for balance in their careers as supposed to authenticity or challenge.

This analysis of the ideal persona for flexibility i-deal obtainment is significant as it contributes to the flexibility i-deal research empirically. Firstly, these findings contradict Rousseau's (2005) belief that i-deals are available predominantly to star performers and veterans. The ideal persona, illustrates that being a star performer or a veteran is not necessarily the prerequisite to successful flexibility i-deal negotiations and obtainment. Instead, factors such as personal characteristics and employment characteristics play an important role in the flexibility i-deal obtainment process. These findings also contradict Bal and Hornung's (2019) assumption that i-deals are available to all employees. Whilst organisations might promote flexible working and, in light of the recent COVID-19 pandemic, idiosyncrasy in flexible working, the findings show that the characteristics of the ideal persona empower an individual to obtain an i-deal over their colleagues who do not possess these personal characteristics. Therefore, an individual who meets the criterion of these ideal personas might be more likely to obtain a flexibility i-deal than a veteran or star performer whose employment or personal characteristics are not aligned to the characteristics of the ideal persona.

Secondly, these findings challenge the conceptual framework of i-deals. Whilst i-deal research claims that i-deals are different from favouritism and preferential treatment, the notion of the ideal persona challenges this perception. If certain individuals are more likely to successfully negotiate an i-deal over their peers based on personal characteristics, then i-deals are in fact to an extent a result of favouritism and preferential treatment.

Thirdly, these findings are of importance to the theoretical framework applied when studying i-deals. As previously highlighted, this thesis aims to contribute to the flexibility i-deal literature by applying the human capital (Becker, 1964) and social capital (Bourdieu, 1986) theories and challenges the predominantly used social exchange theory (Blau, 1964). As explained extensively in Chapter 4, social exchange theory emphasises the importance of trust and reciprocity within the exchange relationship. When applied to flexibility i-deals, trust and reciprocity need to be an element of the successful obtainment of flexibility i-deals. These findings on the ideal persona challenge this and illustrate that individuals with a certain human capital receive flexibility i-deals over others. Therefore, whilst social exchange might be of importance in later stages of the flexibility i-deal negotiation process, in the initial i-deal request process, human capital is perceived as pivotal. Therefore, it can be argued that, similar to the theorisation of Ho and Tekleab (2015), human and social capital are pivotal in the i-deal request stage.



### **11.3. Relative significance of contextual factors influencing successful flexibility i-deal negotiations**

The qualitative findings chapters contribute to the flexibility i-deal literature empirically. Chapter 8 described findings on the employment relationship within the legal profession and how productivity measures and the employment context influence the obtainment of flexibility i-deals. Chapter 9 further explored the contextual factors that influence the obtainment of flexibility i-deals. Chapter 10 described findings on the flexibility i-deal negotiation process. Whilst these three findings chapters provide a novel understanding of flexibility i-deal obtainment and negotiation, further analysis of these chapters reveals possible relationships between them. This section therefore seeks to further understand the relative significance of the findings presented in Chapters 8 – 10.

In order to identify possible relationships between the factors and influences illustrated in Chapters 8 – 10, as well as the relative significance of some factors and influences over others, the qualitative data analysis has been extended. The findings of this extended analysis can be found in Table 39. The main aim of the analysis is to take into consideration the employment context, the contextual factors that influence flexibility i-deal obtainment, as well as the negotiation process.

**Table 39: Relationship and significance of factors for i-deal negotiation**

Name	Gender	Childcare/elderly care	Type of work	Type of client	Seniority	Firm size	Team size	Work location	Technology	Industry experience	Individualism	Trust	Negotiation
Amy	No information	Childcare but no elderly care	Transactional	Private client	Junior Associate	Small	Small	London	Firm not perceived as technologically savvy and therefore technology not seen as an enabler	More than 9 years	Personality of partner is perceived as important	No information	Partner
Barbara	Flexible working seen as a female childcare 'issue'	No childcare or elderly care	Transactional	Real Estate	Senior Associate	Large	Small	Outside London	Technology as enabler and tool to monitor	More than 9 years	Personality and emotional intelligence matter	People are only trusted if they can be monitored	Partner
Christina	Men do not declare their flexibility	No childcare but elderly care	Contentious	Medical negligence	Senior Associate	Large	Small	Outside London	Technology as enabler and tool to monitor	More than 9 years	No information	Relational trust seen as pivotal	Partner and team
Claire	No information	No childcare or elderly care	Transactional	Shipping	Junior Associate	Large	Small	London	No information	1 - 3 years	Personality of partner is seen as pivotal	Trust is pivotal and needs to be built over time	Partner
Denise	Men work flexibly but do not disguise this as seen as a female arrangement	Childcare and elderly care	Transactional	Commercial	Partner	Small	Small	Outside London	Technology as enabler to work flexibly but also contribute to work overload	More than 9 years	Personality seen as important	Trust is important but you need to proof that you are trustworthy through output	No negotiation
Doreen	It is seen as a given for women to work flexibly	Childcare but no elderly care	Contentious	Crime	Partner	Medium	Small	London	Technology to monitor and control employees	More than 9 years	No information	Trust through monitoring and control 'there is no way to hide'	Partner
Hannah	Culture prohibits men to work	Childcare but no	Contentious	Disputes	Partner	Large	Small	Outside London	Technology as enabler for flexible	More than 9 years	Partner personality	Trust only through monitoring	Partner

	flexibly	elderly care							working as well as workload control and ensuring 'to keep your people busy'			and control	
Helen	High rate of men taking flexibly than in the past but predominantly accepted for women	Childcare but no elderly care	Support	Real Estate	Professional Support Lawyer	Medium	Small	London	No information	More than 9 years	Personality and gender of partner seen as important to receive flexibility i-deal	Trust is important but the more senior you are the more you are trusted because you are more known for quantity	Partner
Henrietta	No information	No childcare or elderly care	Support	Litigation	Other	Large	Small	Outside London	Technology as enabler and monitor	More than 9 years	Personality of partner and their perception to flexible working	Trust is pivotal. Through completing tasks, you can be trusted.	Partner
Imani	Working flexibly is career suicide for men whilst seen as necessity for women after childbearing	Childcare but no elderly care	Contentious	Litigation	Partner	Medium	Small	London	Technology as enabler as it allows to control billable hours	More than 9 years	Partner personality matters	Trust built through meeting billable hours	Partner
Jill	Men fear the repercussions of taking FWA	Childcare but no elderly care	Contentious	Litigation	Senior Associate	Large	Small	London	Technology as an enabler to work flexibly	More than 9 years	No information	Individuals are trusted to do their workload but monitored to ensure they have enough work to do.	Partner
Karen	Stigma if men take	No childcare or elderly	A mix of both	In-house	Associate	Large	Small	Outside	Technology as an	More than 9	No	Trust through	Partner

	flexible working	care						London	enabler	years	information	control	
Kate	Gender as enabler in particular women returners	Childcare but no elderly care	Transactional	IP/IT Commercial	Senior Associate	Large	Small	London	No information	7 - 9 years	No information	Trust through workload control	Partner
Kelly	No information	No childcare or elderly care	Contentious	Property Litigation	Associate	Large	Small	Outside London	Technology as enabler through effective systems	4 - 6 years	Collective character in team influences obtainment	Trust through billable hours	Partner
Linda	Women more likely to take formal FWA and i-deal in comparison to men	No childcare or elderly care	Contentious	Dispute resolution	Senior Associate	Medium	Small	London	No information	7 - 9 years	Personality and interest outside work influence ability to get i-deal	Trust through building it	Partner
Lola	Flexibility seen as 'female issue'	Childcare and elderly care	A mix of both	Family	Partner	Medium	Small	Outside London	Technology as an enabler	More than 9 years	No information	Thrust through monitoring	Partner
Mandy	No information	Childcare but no elderly care	Contentious	Risk and Compliance	COLP/MLRO	Small	Small	Outside London	No information	4 - 6 years	Personality and personal circumstances seen as important	Building trust seen as essential	Partner
Michaela	No information	Childcare but no elderly care	Contentious	Family	Not currently working as a solicitor	Not working	Small	London	If available, technology enables obtainment of i-deal	7 - 9 years	Forceful character seen as pivotal	Trust through monitor and control. 'And I don't feel that within the legal profession necessarily you can trust each other.'	Partner
Nia	Flexible working seen as a women issue	Childcare but no elderly care	Contentious	Litigation	Partner	Medium	Small	London	Technology as an enabler	More than 9 years	Likability seen as important	Through trust employee can be given control to work flexibly	No negotiation

Rebekkah	Expectation for women to work flexibly	Childcare but no elderly care	Contentious	Dispute Resolution	Partner	Large	Small	London	No information	More than 9 years	Strong character, person who stand up for himself seen as important	Trust through building it and through control	Partner
Sabrina	Predominantly women but more men are actively seeing for flexibility	No childcare or elderly care	Transactional	Banking	Partner	Large	Small	Outside London	Technology as enabler	More than 9 years	Character influence's ability of flexibility i-deal	Trust through monitoring and control	Partner
Sarah	Detrimental to career if men take any type of flexibility	Childcare but no elderly care	Contentious	Dispute Resolution	Partner	Small	Small	Outside London	Technology as enabler	More than 9 years	No information	No information	Partner
Suzie	Easier for women to get flexibility	Childcare but no elderly care	Contentious	Risk and Compliance	In-house counsel	Large	Small	Outside London	Technology as enabler to work flexibly	More than 9 years	No information	Trust through working with others	Partner

The findings of the extended analysis illustrate that when taking data from Chapters 8-10 collectively into account, some factors are more significant in flexibility i-deal obtainment than others. In addition, there is a relationship between the factors identified. The factors identified have been categorised into three themes, namely employment context, human capital, and social capital.

Within the employment context theme, five factors have been outlined, namely firm size, team size, work location, technology, and type of client. This theme closely resembles the 'stakeholder interest' and 'situational factors' category of the Harvard Model of HRM (Beer et al. 1984). This illustrates that some factors within the employment context strengthen an individual's ability to obtain a flexibility i-deal. For example, this extended analysis has shown that individuals who work in small teams, outside of London, in an organisation that is technologically 'savvy' and have clients that work in an industry that is less demanding, are better positioned to request flexibility i-deals than their peers who work in a different employment context. Whilst the analysis has shown that firm size is deemed as important, no significance can be found between firm size and flexibility i-deal obtainment, as research participants who negotiated a flexibility i-deal were employed in small, medium and large law firms.

The second theme identified is human capital. Section 11.2 discusses the importance of the ideal persona for flexibility i-deal obtainment and classifies human capital as pivotal in the flexibility i-deal process. However, Section 11.2 only outlines the factors that embody the ideal persona for flexibility i-deal obtainment and does

not discuss the strength or significance of these factors. This extensive analysis reveals significance between the factors of gender, childcare, type of work and seniority. As previously outlined, women are deemed to be the ideal candidate for flexibility obtainment due to the traditional notions and beliefs that are still upheld within organisations. In particular women with childcare responsibilities show greater inclination in i-deal obtainment than women who have elderly care responsibilities. Whilst industry experience plays an important role a significantly stronger relationship can be observed between seniority and flexibility i-deal obtainment. This is not surprising as reaching senior associate or partner status within law firms, workers need industry experience (PQE). The differentiating factor between industry experience and seniority is, however, that seniority grants power, whereas industry experience only accounts for knowledge. Lastly, Chapter 9.12 highlights the importance of individualism and flexibility i-deal obtainment. The extensive analysis of chapters 8-10 however shows that whilst the individualism of partners and employees are important, they are not significant in i-deal obtainment.

The third theme that has been identified is social capital. Within this theme three factors were identified, namely social power, relationship with team and partner as well as trust through meeting billable hour metrics. Whilst all themes were consistently expressed in the interviews, social power was most significant in the obtainment of flexibility i-deals. Individuals with social power were able to obtain flexibility i-deals without entering a negotiation process and individuals with social power were able to grant a flexibility i-deal without consulting or informing other stakeholders and departments within an organisation. Some research participants indicated that to an extent their relationship with their manager or subordinates was

important for the obtainment of a flexibility i-deal i.e. social LMX, yet all participants indicated the importance of the economic LMX. Therefore, the findings of this extended qualitative analysis illustrate that both economic and social LMX are important, and economic LMX holds relative significance over social LMX in the obtainment of flexibility i-deals. These findings have also been identified in the quantitative chapter of this thesis.

The findings of the extended analysis contribute to the flexibility i-deal literature theoretically as well as empirically. Empirically, the analysis indicates the significance of factors identified in the qualitative research as well as possible relationships between the factors. Theoretically it illustrates that the employment context, human capital and social capital are important to flexibility i-deal obtainment, but at different stages in the flexibility obtainment process. It can be argued that there is a sequential development in the flexibility i-deal obtainment process.

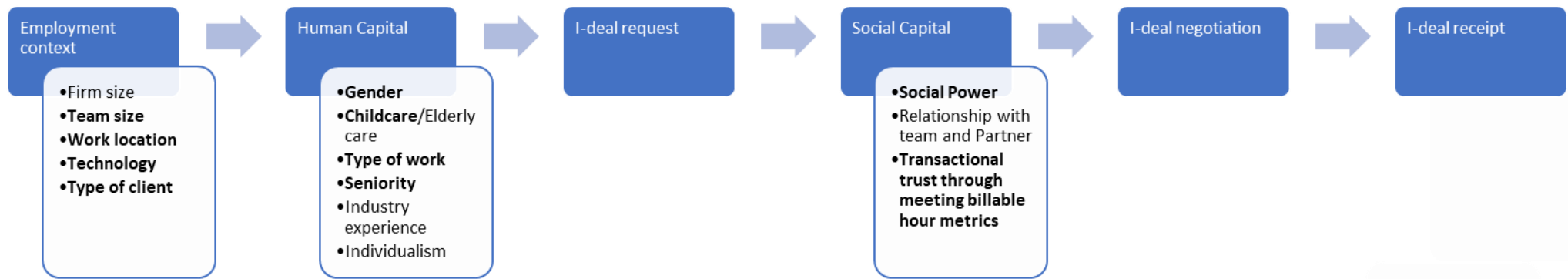
The first stage is the employment context that sets out whether the job demands and work conditions allow for individuals to work flexibly. If the employment context is not deemed as viable for flexible working, then all individuals have difficulty in requesting flexibility i-deals. The second stage determines an individuals' human capital or, as described in chapter 11.2, whether an individual is the ideal persona for flexibility i-deal obtainment. Combined, the employment context and human capital can be seen as prerequisites for the flexibility i-deal request. Once the flexibility i-deal has been requested, a negotiation process needs to take place in order to determine the type and feasibility of the flexibility requested. This is the third stage of the flexibility i-deal



obtainment process. In this stage an individual's social capital is perceived as important for the successful obtainment of a flexibility i-deal. As described previously in this chapter, individuals with higher social power and economic LMX are more likely to successfully negotiate a flexibility i-deal. Once the conditions of these three stages are met, individuals are granted the requested flexibility i-deal.

These findings, which are illustrated in Table 39 and Figure 6, therefore illustrate that the employment context, human capital and social capital are pivotal considerations when studying flexibility i-deal obtainment and negotiations.

Figure 6: Significance of contextual factors



*\*Items in bold illustrate significance of factors over others*

## **11.4. Conclusion of findings chapters**

This chapter has presented the results of the semi-structured interviews conducted with 23 E&W qualified female lawyers. Where Chapter 6 described the results of the quantitative analyses, Chapters 7 to 10 provided critiques of the current concept of flexibility i-deals by comparing and contrasting the qualitative findings of this research study with existing i-deal literature, which is predominantly quantitative. The purpose of this chapter was to utilise a method distinct from the previous methods that have been used to investigate flexibility i-deals.

Chapter 7 explained the distinct differences between flexibility i-deals and FWAs. The main aim of this section was to confirm that the arrangements the research participants referred to were, in fact, flexibility i-deals and not FWAs. The section highlights that, although there are similarities between FWAs and flexibility i-deals, both are distinct from each other. The chapter further illustrated that individuals sought flexibility i-deals in order to obtain balance in their career choice.

Chapter 8 uncovered that the tradition of long working hours is still embedded within the employment culture of legal firms. The performance measure of billable hours encourages employees to work long hours in order to be considered for promotional opportunities.

In Chapter 9, it was discovered that a number of contextual factors influence the extent to which lawyers can request and successfully negotiate flexibility i-deals. Whereas i-deal literature often referred to social exchange theory to explain the obtainment of flexibility i-deals, the findings in this chapter reveal that these are much more complex and involve the consideration of twelve factors, including clients' work environment and advancements in technology.

Chapter 10 provided further insights to the negotiation process of flexibility i-deals. The section described the rationale behind managers agreeing to flexibility i-deals as well as the degree to which managers can exert power over HR to authorise and implement these flexibility i-deal requests. Additionally, the section also revealed that secrecy and co-workers' emotions are important considerations in i-deal negotiations.

Chapter 11 extended the qualitative research analysis and provided insights to the ideal persona for flexibility i-deal obtainment as well as the relative significance of contextual factors influencing successful flexibility i-deal negotiations. These findings are deemed as pivotal as they contribute the flexibility i-deal literature methodologically and empirically.

The next chapter of this thesis provides a comprehensive discussion of both the quantitative and qualitative results of this study.

## **Chapter 12 Discussion**

### **12.1. Chapter introduction**

The aim of the present research is to (i) provide a further understanding of the contextual factors influencing flexibility i-deal obtainment and (ii) shed light on the flexibility i-deals negotiation process. In order to address this, two research questions were formed:

**RQ1:** What are the contextual factors influencing flexibility i-deal obtainment?

**RQ2:** How are flexibility i-deals negotiated?

The literature review chapter as well as the theoretical framework chapter illustrate that the flexibility i-deal literature currently lacks methodological variation as well as theoretical foundation. By applying a new theoretical framework and methodology to the flexibility i-deal research, the empirical findings of this thesis have uncovered a number of important, exclusive results which have not yet been considered in existing flexibility i-deal research.

This chapter discusses the conclusions of the separate finding chapters (Chapters 6 to 11) and considers these alongside the literature review chapter and the theoretical

framework chapter. It will highlight how this research has provided an important contribution to current knowledge about flexibility i-deal obtainment and negotiation.

This chapter will be structured as follows: Section 2 compares and discusses the quantitative and qualitative chapters. Sections 3 and 4 provides a general discussion of this research. Lastly, section 5 presents a conclusion to this discussion chapter. The next section will discuss and compare the findings from the findings chapters and relate these to the empirical, theoretical and methodological literature outlined in Chapters 2 to 5.

## **12.2. Comparison of quantitative and qualitative research findings**

### **12.2.1. Section introduction**

This research adds to the current flexibility i-deal literature empirically, theoretically as well as methodologically. Since the research has applied an explanatory sequential mixed methods research design, both quantitative and qualitative findings were able to be analysed. The quantitative findings were able to illustrate correlations between dependent, independent and control variables but not reveal information on processes of i-deal negotiations. These were further uncovered in the qualitative findings. Since current i-deal literature is predominantly limited to quantitative results (apart from one paper written by Bal (2017b)) it was of interest to further understand the contextual factors influencing i-deal negotiations.

Thus far, i-deal literature has only demonstrated a selection of unclear findings on the entitlement of flexibility i-deals. In preliminary i-deal research published by Rousseau, it was indicated that i-deals are available to 'star performers and veterans' (2005: 8). More recent findings on i-deals, however, propound that an i-deal is available to everyone regardless of their status within the organisation (Bal and Hornung, 2019). Research so far has illustrated that there is a lack of understanding of i-deal entitlement, which, in turn, raises fundamental questions around the obtainment of i-deals. If there is a business model at the heart of what i-deals are then, in principle, they should be available to every employee. However, both the qualitative and quantitative research have illustrated that there are three overlapping factors that are central to i-deal entitlement: (i) gender and childcare; (ii) ELMX and SLMX; and (iii) FRWC. This section of the chapter discusses the similarities in quantitative and qualitative findings regarding these three factors.

### **12.2.2. Gender and childcare**

Although the research survey was sent out to all lawyers via the Law Society's monthly newsletter, the survey was predominantly completed by women. With the anonymity of a survey questionnaire, the author had hoped that more men would have participated. However, the distinct lack of male participation itself raised questions about the accessibility of flexibility i-deals for male lawyers. Whilst i-deal literature so far has not focused on studying the obtainment or entitlement of an i-deal amongst one specific gender, research within law firm literature often studied women and their experiences of work (Walsh, 2012; Wallace, 1999). In fact, there is

a considerable body of literature that examines the difficulties female lawyers encounter when attempting to meet the heavy time demands of practising law as well as the difficulties encountered when trying to balance work and family demands (Brockman, 1992). It is only in recent years that literature has sought to understand the employment experiences of male lawyers (Collier, 2019).

During the qualitative interviews, participants expressed no surprise that their male counterparts did not volunteer to participate in the research survey. It was strongly suggested that the term flexibility is feminised because it is seen as a product of a 'women issue', as one research participant described it. It emerged through these interviews that FWAs, or nonstandard working hours, has been historically linked to women seeking to reconcile work with childcare demands. This interpretation still persists within the legal sector and, with it, a stigma that flexible working is for women and could have detrimental impact for men and their careers. Interviewees also suggested that replacing the term 'flexibility' with 'agile working' may have eradicated the feminisation of the concept and thus would have potentially encouraged more men to participate in the research study.

Both, the qualitative and quantitative studies identified that flexibility i-deal obtainment was not only facilitated for women but in particular for women with childcare demands. Whilst the quantitative research sought to measure the relation between childcare responsibilities and flexibility i-deal obtainment, the qualitative data further revealed how childcare responsibilities assist women in negotiating a flexibility i-deal. The interviews revealed several instances where flexibility i-deals



obtained by women with children created feelings of envy amongst colleagues who are perceived to be ineligible for such a deal. Whilst Ng (2017) hypothesises that co-worker envy is malicious, Marescaux et al. (2017) discuss that envy can manifest itself in four forms: schadenfreude and malicious envy – perceived as negative forms of emotion, and benign envy and sympathy – perceived as positive forms of emotions. The findings of this study show that individuals expressed a benign form of envy to the research participants who were able to negotiate flexibility i-deals due to their personal life circumstances.

Taking the women's career literature into account, and the question of why female participation in this research was significantly higher, it can be understood that the obtainment of a flexibility i-deal helps women and women with childcare responsibilities to gain 'balance' in their careers. According to the kaleidoscope career model (Mainiero and Sullivan, 2005), balance is a career choice where women seek to reach equilibrium between work and non-work demands. Numerous researchers have identified that women are more likely to follow non-linear career model than men in order to reconcile work with non-work demands (Richardson, 1996; Rodrigues and Guest, 2010). Findings of this research therefore show that whilst many organisations have FWA in place, these practices may not assist women in obtaining either the right level of flexibility or the desired balance in their careers. Therefore, female lawyers negotiate an i-deal that suits their current life stage and non-work responsibilities. The obtainment of a flexibility i-deal can be seen as a powerful tool in advancing women's careers and enabling them to gain their desired career choice.

Further the extended analysis of the research findings identified an ideal persona to flexibility i-deal obtainment. This ideal persona embodies the 'right' employment characterises, personal characteristics and career choice, which illustrates that whilst research findings claim that i-deals are available for all employees, individuals with certain characteristics hold significant advantage in requesting flexibility i-deals over their colleagues and peers who do not possess these characteristics.

This has implications for the i-deal literature. Current i-deal literature is adamant that flexibility i-deal is different from favouritism, cronyism and preferential treatment (Rousseau, 2005). However, if individuals' i-deal negotiations are facilitated by factors of gender and childcare responsibilities, then preferential treatment must be at play when obtaining an i-deal. In addition, if individuals experience any form of envy as a result of a colleague's flexibility i-deal, achieved through factors of gender and childcare responsibilities, it can be suggested that these i-deals were not negotiated fairly. This, then, raises concerns around equity and flexibility i-deal obtainment.

This finding adds to the overall understanding of i-deal entitlement. Taking into account the social capital and human capital theories that this research sought to apply in investigating the research question, it can be understood that childcare and gender add to women's human capital metric, which in turn enables women to request, obtain and successfully negotiate flexibility i-deals, whilst colleagues who do not possess these human capital metrics cannot. The findings also illustrate the obtainment of flexibility i-deals are deemed as important for women who seek to gain

balance in their kaleidoscopic career choice. If gender and childcare responsibilities add to an individual's human capital, individuals who do not identify as female nor have childcare responsibilities are omitted from this negotiation, causing envy amongst the workforce.

### **12.2.3. ELMX and SLMX in the obtainment of flexibility i-deals**

The flexibility i-deal literature often hypothesises that a LMX relationship serves as a contextual factor to flexibility i-deal obtainment (Ho and Tekleab, 2016; Hornung et al., 2014; Rosen et al., 2013; Rousseau et al., 2009). In other words, individuals who have a good rapport with their supervisors or managers are more likely to obtain a flexibility i-deal. Any findings born out of these hypotheses are, however, inconclusive (Liao et al., 2016).

As described in the literature review chapter, Ho and Tekleab (2016) report that LMX is a significant moderator for i-deals and Hornung et al. (2014) illustrated that flexibility i-deals are positively related to LMX. LMX was a significant predictor of flexibility i-deals in Rosen et al. (2013). However, research conducted by Rousseau et al. (2009) show a negative association between flexibility i-deals and SLMX, and a positive association between flexibility i-deals and ELMX.

This research has sought to build on the research by Rousseau et al. (2009) and illustrate the extent to which ELMX and SLMX is, in fact, a contextual factor to

flexibility i-deal obtainment. It has further sought to understand the extent to which the social exchange relationship is an adequate theoretical framework in understanding the obtainment of flexibility i-deals. The core premise of the social exchange relationship is that the social or relational employment relationship facilitates the obtainment of an i-deal, as opposed to an economic or transactional employment relationship. Given that the employment context of this research study applies hard HRM and digital Taylorist employment practices, this thesis applied the Kuvaas et al. (2012) ELMX and SLMX scale and hypothesised that ELMX is related to flexibility i-deal obtainment, whilst SLMX is not related to flexibility i-deal obtainment. The quantitative findings illustrated a connection between ELMX and flexibility i-deal obtainment and no relationship between flexibility i-deal obtainment and SLMX. Elaborating on these quantitative findings in the qualitative interviews, participants highlighted the importance of relational aspects (i.e., tenure and rapport with a partner) but emphasised the greater importance of a transactional employment relationship to secure flexibility i-deals.

Rousseau et al. (2009) reported similar findings, in which ELMX was associated with flexibility i-deal obtainment whilst SLMX was related to development i-deals. These findings are arguably counter-intuitive, as the theoretical application of the social exchange theory in previous flexibility i-deal literature (Rousseau et al., 2009) would assume that the relational aspect of the employment relationship facilitates the obtainment of flexibility i-deals. In contradicting the premise of the social exchange theory, the findings of this study are in line with the human capital theory that indicates that performance adds to an individual's power relations in the workplace.

This raises questions about whether i-deal literature should steer clear of using the social exchange theory as a theoretical framework. As described in the theoretical framework chapter, the nature of social exchange relations tends to create feelings of not only personal obligation but also gratitude and trust. These types of feelings do not exist within a purely economic exchange (Blau, 1964). Molm et al. (2000) argue that states of psychological indebtedness and positive expectations of the exchange partner's intentions are both contextual factors and consequences of a social exchange. In contrast, no further commitments are expected after a transaction is completed within an economic exchange. If, in fact, flexibility i-deal obtainment and negotiations are based on ELMX and not SLMX, one needs to re-evaluate the theoretical frameworks applied to the study of flexibility i-deals, as reciprocity – one of the core elements of the social exchange - is void in a economic exchange.

The theories applied in this thesis were able to adequately illustrate that human capital plays a pivotal role in flexibility i-deal obtainment and, as illustrated by the findings, plays a more important role than social capital. Therefore, it can be argued that the application of the human capital and social capital theories provide a clearer picture of the flexibility i-deal obtainment and negotiation process.

#### **12.2.4. Family responsive work conditions**

Another overlapping research finding between this study's qualitative and quantitative research is that flexibility i-deal obtainment was easier within organisations that have FRWC. Whilst the quantitative findings illustrated the relationship between flexible organisations and flexibility i-deal obtainment, qualitative research interviews further went in-depth to discuss the extent to which formal FWPs and firm size facilitated the obtainment of flexibility i-deals

Findings have revealed that lawyers within small firms, small teams and small offices were more likely to successfully negotiate a flexibility i-deal than their colleagues working in larger offices or larger teams. Workplace surveillance practices were of assistance in this. As discussed, managers have access to surveillance software that monitors employees' output, location, communication content and use of resources. Qualitative data has found that managers of smaller firms are more open to granting flexibility i-deals because monitoring small teams is not overwhelming. Smaller offices also have shown to be more friendly. Lastly, less internal competitiveness was observed within small firms. This means that, due firm size, organisations are less able to compare performance metrics amongst employees. In contrast, within larger teams individuals had a lower potency to arrange flexibility i-deals as the internal labour market competitiveness and external client market competitiveness do not support workplace flexibility.

Research undertaken by Rousseau et al. (2009) suggested that individuals who work part-time are more likely to be granted a flexibility i-deal. These findings were replicated in this research study. The findings of this thesis revealed that, in some cases, individuals negotiate a flexibility i-deal in addition to the formal FWAs they have obtained because the FWAs is not sufficient for their work-life balance needs.

Overall findings of this study have shown that those law firms who are more amenable to workplace flexibility enable their employees to not only have more scope to open up FWAs negotiations but also flexibility i-deal negotiations, irrespective of whether these are made in isolation or in addition to an FWAs.

### **12.2.5. Section conclusion**

The quantitative and qualitative findings both suggest that some elements of flexibility i-deal entitlement are beyond the control of the i-dealer. This section discussed how personal characteristics such as having childcare responsibilities can influence an employer's decision to grant flexibility i-deals. It was also discussed that ELMX plays a significant role in the successful obtainment of a flexibility i-deal, suggesting that i-deal literature should re-evaluate the use of the social exchange theory, which emphasises the relational employment relationship in the i-deal obtainment process. Additionally, discussion focused on the importance of organisations with FRWC regarding the extent to which flexibility i-deals can be negotiated. Whilst some organisations are less accepting of a flexible workplace, others allow the negotiation of a flexibility i-deal in addition to an already obtained

FWAs. The coming section further focuses on the contextual factors that the qualitative findings alone have revealed to be an obstacle for some to negotiate flexibility i-deals.

## **12.3. Contextual factors influencing flexibility i-deal obtainment**

### **12.3.1. Section introduction**

As highlighted in the methodology chapter, the majority of i-deal literature is quantitative and therefore lacks an in-depth understanding of the i-deal obtainment and negotiation process. Whilst numerous studies have identified elements that can facilitate i-deal negotiations, there is inconsistency in their findings. Therefore, the application of qualitative research interviews intends to further gather and discuss the contextual factors that influence flexibility i-deal obtainment and its negotiation process.

The qualitative findings of this study have revealed that flexibility i-deal obtainment is not as linear as the subject's literature has suggested. This clearly indicates there is still a level of ignorance about i-deal entitlements. This, then, also raises fundamental questions about how robust the current flexibility i-deal theory actually is. The current theory propounds that i-deals should be available to everyone, but this research study has identified no less than twelve factors that facilitate flexibility i-deal obtainment. These factors suggest that there is an inequality surrounding i-



deals – whilst some individuals are able to take advantage of flexibility i-deals, others are excluded from the flexibility i-deal negotiation because they don't fit the criteria.

Examining contextual factors in i-deals literature may not be new, but this research has revealed empirical findings that widen the understanding of factors that enable flexibility i-deal obtainment to occur. This section of the chapter focuses on three contextual factors that facilitate the flexibility i-deal obtainment, namely (i) digital Taylorism; (ii) trust; and (iii) the employment environment.

### **12.3.2. Digital Taylorism**

I-deal literature emphasises the importance of the national context (Ng and Feldman, 2015; Liu et al., 2013) and structural context (Hornung et al., 2008) in the investigation of i-deals. Liao et al. (2016) pointed out the differences when comparing i-deal research conducted in eastern societies and western societies. Further Rosen et al. (2013) sought to broaden i-deal findings, as prior research was predominantly conducted in hospitals in Germany where the national context and employment context has stronger labour unions. Whilst the subjects studied in this thesis are from the legal world, the findings go beyond the national, structural and employment contexts in which flexibility i-deals are obtained. This highlights the importance of emphasising the employment practices within different employment and structural contexts.

This study's qualitative research findings has highlighted the extent to which technology has transformed the pace of work and has enabled the introduction of enhanced workplace surveillance techniques which also allows managers to control and instantly monitor their workforce. These workplace surveillance techniques are a digital Taylorist practice, and not only serve as a monitoring tool but also as a means of comparing and contrasting employees' performance rates. Investigating flexibility i-deals within an industry that is highly monitored, controlled and where performance is constantly analysed offers extra insight into how these deals are successfully obtained. It certainly raises some questions about the theoretical foundations on which flexibility i-deal literature is based.

The first question is the importance of incorporating employment relations theories into the flexibility i-deal research field. The findings of this thesis distinctively portray the core principles of scientific management and hard HRM practices in the flexibility i-deal obtainment process. This finding in itself illustrates a contradiction. Whilst scientific management and the identified digital Taylorist practices of this study are rooted in hard HRM practices, early flexibility i-deal literature (Rousseau, 2005) and even recent literature (Ng and Feldman, 2015) argue for the importance of social relations and therefore emphasise soft HRM practices as enablers of flexibility i-deal obtainment.

The second question revolves around theories that incorporate elements of trust. According to Brown et al. (2011), the core premises of Taylorism is that workers cannot be trusted and that therefore social relationships at work should be replaced

with a system that provides managers and supervisors with a monopoly of knowledge and expertise. Yet, existing research often emphasises the importance of trust in order to obtain a flexibility i-deal. Therefore as trust is a core element of the social exchange theory, this research challenges the idea that the social exchange theory, should be applied as overarching theoretical frameworks when seeking to understand the flexibility i-deal obtainment process in future.

In summary, the findings of this thesis amplify that, whilst research has recognised the importance of national and structural contexts, it has disregarded the importance of employment practices. These practices can vary but, as the findings of this research have illustrated, workplace surveillance practices and digital Taylorist practices influence the obtainment of flexibility i-deals. Whilst theoretical frameworks applied within the realm of flexibility i-deals are rooted in WOP theories, the findings of this research suggest that employment relations theories such as human capital theory and social capital theory may elevate the understanding of factors that enable or prevent flexibility i-deal obtainment. Therefore, theoretical frameworks applied in future flexibility i-deal research may benefit from an employment relations perspective.

### **12.3.3. Employment environment**

Earlier in the chapter it was discussed that both the quantitative and qualitative findings have illustrated that the employment environment is an important consideration when discussing flexibility i-deal obtainment. For example, it was

highlighted that individuals within smaller teams and smaller organisations were more likely to successfully negotiate flexibility i-deals than lawyers working within large organisations or larger teams. The findings, therefore, show that the employment environment is beyond the i-dealer's control, impacting the extent to which flexibility i-deals can be obtained. This section will further discuss how some contextual factors, which individuals have less control over, hinder the obtainment of flexibility i-deals.

Research findings have indicated that the type of work influences the extent to which and individual can request and negotiate a flexibility i-deal. In the findings, it was suggested that lawyers working within transactional departments were seen as less able to work flexibly due to the demands of their jobs. Transactional teams are required to deal with cases immediately and deal with clients who themselves work in high-pressure environments. This study's findings have also revealed that lawyers working in contentious litigation have more scope to work flexibly as their tasks and court hearings are scheduled. Therefore, the type of work is a pivotal factor influencing flexibility i-deal obtainment.

Early i-deal literature suggests that star performers are likely to negotiate a flexibility i-deal (Rousseau, 2005), but that research lacks the insight to recognise that star performers can work within environments that are simply not conducive to flexible working. Star performers working in transactional law teams, for example, are therefore excluded from the flexibility i-deal discussions as their working environment is not supportive of alternative working arrangements. This also applies to star

performers who work with clients who expect their lawyers to be available 24/7. Therefore, the findings of this thesis reveal that high levels of human capital do not always directly relate to flexibility i-deal obtainment. The individual's type of work and the nature of their clients' work influence the extent to which they can obtain a flexibility i-deal.

These qualitative findings suggest that the contextual factors of flexibility i-deal obtainment go beyond personal characteristics, job characteristics and structural contexts. The nature of the clients' business, which is an external influence, impacts the degree to which a flexibility i-deal can be obtained. This factor clarifies that WOP theories alone are insufficient in explaining the relation between contextual factors and flexibility i-deal obtainment. Thus, in addition to the individual's type of work, the nature of the clients' business needs to be taken into account when understanding the contextual factors of flexibility i-deals. Therefore, it is suggested that the incorporation of employment relation theories such as the Harvard Model of HRM (Beer et al., 1984), in addition to (or instead of) WOP theories, would provide a sharper lens on how situational factors and stakeholder interests influence the implementation of flexible working i-deals.

#### **12.3.4. Trust**

The findings of this research have illustrated that 'trust' is an important contextual factor that enables flexibility i-deal obtainment. The reason why 'trust' is now written in inverted commas is because, according to the findings, the definition and

understanding of trust in the legal employment culture context is skewed. The way research participants have described trust contradicts the definition of trust in the WOP literature.

Mayer et al. define trust as 'the willingness of a party to be vulnerable to the actions of another party based on the expectation that the other will perform a particular action important to the trustor, irrespective of the ability to monitor or control that other party' (1995: 712). This definition relies on trust being exercised without the need to monitor or control individuals.

In this research, participants often referred to trust as an important contextual factor that enabled their flexibility i-deal obtainment. However, upon further investigation, it came to light that participants explained that the workplace surveillance mechanisms within their organisations assisted in proving their trustworthiness. Whilst research has so far acknowledged that trust is a key component to obtaining a flexibility i-deal, the findings of this research reveal that trust is reliant on monitoring that employee's performance levels. In other words, if the employee performs well they are trusted, irrespective of the relationship they have with their managers or supervisors. If employees fail to meet their performance targets, they are perceived as less trustworthy and are consequently denied any i-deal negotiations. This means that trust in the overall legal employment context is a transactional rather than a relational component of work, which can only be obtained through monitor and control mechanisms. This contradicts the definition of trust described by Mayer et al. (1995).

These findings deconstruct the importance of trust and reciprocity, which have been perceived as pivotal in the flexibility i-deal theory. Whilst research has questioned the importance of reciprocity in i-deal obtainment (Hornung et al., 2009), the findings further highlight that the obtainment of flexibility i-deals is not based on trust but, rather, is exchanged as a reward for good performance. Employees' human capital metrics, or their ability to meet or exceed billable hours targets, classifies them as trustworthy and thus enables them to obtain flexibility i-deals. In contrast, employees who fail these targets are not only excluded from flexibility i-deal obtainment but are simultaneously less trusted to work independently. Therefore, the level of human capital not only steers the ability to obtain flexibility i-deals but also decides who is deemed as trustworthy and who is not. If these levels are not maintained, then employees are perceived as less trustworthy and, as a result, are denied a flexibility i-deal.

If employees build 'trust' with employers through the mediation of metrics, trust in its complete definition within WOP literature is not practised. Instead, hard HRM, tangible performance measurements and surveillance practices enable individuals' ability to obtain a flexibility i-deal. These results, therefore, support previous research that encouraged the alternative use of theoretical frameworks to reveal findings (Liao et al., 2016; Conway and Coyle-Shapiro, 2015). If neither trust nor reciprocity can be detected in i-deal research findings, it can be argued that future i-deal research should reconsider using the social exchange theory as a theoretical framework. The findings also add to flexibility i-deal literature empirically as it is the first type of research that examines the interplay of trust and the obtainment of flexibility i-deals.

The application of the human and social capital theories, again, is believed to provide a holistic understanding of flexibility i-deal obtainment.

### **12.3.5. Section conclusion**

This section has discussed the findings around the contextual factors that determine flexibility i-deal obtainment. As the research was undertaken in a highly monitored employment context, it was of importance to incorporate this factor into the flexibility i-deal discussion. The discussion illustrated that the increased use of technology at work enabled organisations to implement workplace surveillance and digital Taylorist employment practices. These practices shape not only how work is conducted but also serve as a decision-making mechanism for flexibility i-deal obtainment. It was argued that individuals with higher human capital metrics were more trusted and, consequently, were successful in obtaining flexibility i-deals.

Additionally, these discussions have revealed that, whilst current i-deal literature has occupied itself with investigating the extent to which personal characteristics, national contexts and structural contexts influence flexibility i-deal obtainment, it has failed to discuss the importance of external environment influences.

Both discussions shed light on the importance of including the employment relations perspective when researching flexibility i-deals. The findings of this thesis reveals that the employment relations perspective may not only add to the flexibility i-deal



literature but also fills gaps in knowledge and provides a more holistic understanding of flexibility i-deal obtainment.

## **12.4. Flexibility i-deal negotiation process**

### **12.4.1. Section introduction**

The negotiation process is seen as pivotal to i-deal obtainment, yet existing i-deal research has neglected to examine the elements of the negotiation process. Whilst Bal (2017b) seeks to investigate the enabling and inhibiting factors of the flexibility i-deal negotiation process, literature does not elaborate on the power relations present during flexibility i-deal negotiations. Simosi et al. (2021) agree that the i-deal negotiation process requires closer examination. In their research, the authors argue that future research should try to identify a pre-negotiation phase, negotiation phase, and post-negotiation phase. They also proposed a number of research questions, which some of the research findings of this thesis is able to respond to.

The first finding that will be discussed is the extent to which i-deals are a negotiation at all. Some of this research's interviewees explained how certain contextual factors such as personal characteristics and job characteristics enabled the negotiation of flexibility i-deals. In particular, seniority was consistently described as a factor that enabled the flexibility ideal negotiation. Status and PQE also played an important role. Whilst research describes flexibility i-deal obtainment to be a negotiation, findings of this study show different results.

Research participants, overall, acknowledged that their flexibility i-deal obtainment was a result of a negotiation. But senior-level participants, particularly those who hold partnership status, revealed that their flexibility i-deal obtainment was not negotiated. Rather, they simply declared they were going to work flexibly. Participants who hold associate status also elaborated on the i-deals their managers have and described how these were not negotiated. These revelations cast doubt over the extent to which i-deals are actually a result of a negotiation process. Furthermore, if junior and non-partner employees have to first prove their entitlement to flexibility i-deals and then follow a formal i-deal request and negotiation process, an element of inequity can be observed. The findings did not reveal whether this inequity raises negative feelings or emotions but, on a conceptual level, it raises questions about the prevalence of i-deal negotiation processes and the extent to which i-deals differ from unauthorised leave and preferential treatment.

#### **12.4.2. Power and the flexibility i-deal negotiation process**

Current literature describes that i-deals are negotiated with either supervisors or managers. As described in the law firm context chapter, partners are not only powerful agents in terms of supervising their teams but also in terms of the management of the law firm, as partnership status means they hold equity in the firm. Simosi et al. (2021) argue that power is important in determining who can grant the i-deal request. Therefore, the incorporation of power theories, such as the human capital theory and the social capital theory, is believed to enrich the understanding of the i-deal negotiation process.

The findings have revealed that the ideal persona holds most power to request and negotiate an ideal. Specific job characteristics, personal characteristics and job demands enable certain individuals to obtain a flexibility i-deal over their peers. The findings have shown that organisational or perhaps even industry culture determines who ought to be allowed flexibility. Whilst in theory all individuals should have the same rights to negotiate a flexibility i-deal, the findings have shown that personal characteristics such as gender and childcare responsibilities, job demands such as working with clients that instruct cases that are less time constrained, as well as job characteristics such as status and type of work, either enable or hinder lawyers to negotiate a flexibility i-deal. The importance of this finding is twofold. Firstly, it disputes the overall belief within i-deal literature that flexibility i-deals are different to favouritism and preferential treatment. If an ideal persona for a flexibility i-deal can be identified, then flexibility i-deals in fact hold elements of favouritism or preferential treatment. Secondly the findings dispute Bal and Hornung's (2019) argument that i-deals are widely available within organisations and can be requested by all employees. Overall, these findings raise concerns around organisational justice, in particular distributive justice, when ideal personas hold more power due to their human capital in requesting a flexibility i-deal.

This study's findings have revealed that, as a result of this dual power dynamic (i.e., power in managing their teams but also power in influencing organisational policies), a partner's status does not only give them the authority to accept and reject flexibility i-deal requests but also override HRM policies and ultimately decisions made by their HR department. This is particularly important to highlight in this study, as law firms operate using a partnership rather than a bureaucratic structure. Therefore, as

equity holders, partners wield significant power in influencing HR policies and practices within their firm.

Research participants indicated that, if a flexibility i-deal had been rejected by HR, partners often chose to override that decision. Overall, research participants described HR policies as obstructive to workplace flexibility, and highlighted that more flexibility was offered through i-deal negotiations made directly with partners and supervisors than the arrangements offered by HR departments. Research participants claimed HR's obstructiveness was due to a wish to avoid setting a precedent for others to request flexible i-deals. This claim contradicts the core theory of flexibility i-deals, which described that these arrangements can be obtained by all employees within an organisation.

A partner's ability to override HR decisions raises questions about the role of HR within organisations and whether its function as strategic advisers is redundant. If HR's role is largely operational, and strategic decisions are hugely influenced by partners, it can be argued that all policies and practices within law firms are to an extent idiosyncratic. This idiosyncrasy is, of course, dependent on a partner's individual acceptance of the flexibility i-deal requested, as well as the partner's level of understanding of flexible working needs. I-deal dependency on a partner's approval as well as a partner's puts a question mark over the fairness and objective nature of these decisions.

As mentioned in the previous section of this chapter, research findings have revealed that not all flexibility i-deals are negotiated, with a high level of seniority (i.e., law firm partners) enabling the negotiation process to be bypassed. During the research interviews, three factors came to light that enabled partners to obtain a flexibility i-deal without participating in a negotiation process: (i) their level of human capital; (ii) their level of social capital; and (iii) their equity status.

The findings of this thesis did not only reveal that human capital and social capital are important for the flexibility i-deal obtainment, but also that their importance occur at different stages of the flexibility i-deal obtainment process. Whilst human capital is perceived as important during the flexibility i-deal request stage, social capital is seen important during the flexibility i-deal negotiation phase. Therefore, the ideal persona for flexibility i-deal obtainment does need to hold sufficient power in form of human capital to request flexibility i-deals and sufficient power in form of social capital such as a good relationship with the managing partner to successfully negotiate a flexibility i-deal. The findings therefore illustrate that human capital and social capital are equally important, yet at different stages within the flexibility i-deal process.

Rousseau (2005) refers to flexibility i-deals that have been obtained outside of a negotiation process as unauthorised leave or preferential treatment. This thesis indicates that human capital is pivotal in the flexibility i-deal obtainment. When it comes to partnership status, it is of importance to emphasis social capital in addition to human capital. Social capital in particular measures the extent to which lawyers

participate in networking activities and is perceived as a core employment activity. As these activities can take place in different locations, findings of this research have illustrated that it is difficult to monitor partners' daily activities.

Research on workplace surveillance and digital Taylorism also explains that, whilst subordinates are often thoroughly monitored and controlled, these mechanisms do not apply to managers and directors, differentiating their employment experience to the experience of their subordinates. The lack of surveillance and monitoring enables partners to be more flexible with their work without fearing any repercussions. Therefore, it can be argued that power in the forms of capital enables partners to work flexibly without negotiating this flexibility. This behaviour, however, is described as a form of unauthorised leave in HRM and i-deal literature (Rousseau, 2005).

On the one hand, this thesis has revealed that partners can override formal employment policies and grant flexibility i-deals to individuals whose requests have been previously rejected by HR. On the other hand, it has also revealed that partners can themselves work flexibly without negotiating these arrangements with another party. Therefore, these findings illustrate that power is a pivotal factor in the flexibility i-deal negotiation process. Whilst flexibility i-deal literature focuses on equity and justice, the findings show that power is a stronger variable in understanding the process of flexibility i-deal negotiations. Previous flexibility i-deal literature has acknowledged the importance of power as a contextual factor of flexibility i-deal obtainment but not as an important factor in the negotiation process. This finding highlights that power dynamics are pivotal in the entire flexibility i-deal process. It is

questionable, however, whether further understanding and investigation of power and the flexibility i-deal contract can be obtained from a purely WOP stance. Employment relation theories such as human capital theory and social capital theory have proven to be more successful in providing a holistic understanding to the factors enabling flexibility i-deal obtainment and the flexibility i-deal negotiation process.

This section has discussed the importance of power relations in the flexibility i-deal negotiation process. The next part of this chapter will further discuss the level of secrecy observed in this study.

### **12.4.3. Secrecy**

The main difference that literature points out between informal FWAs and flexibility i-deals is that the former is implicitly negotiated whilst the latter is negotiated explicitly (De Menezes and Kelliher, 2017). Yet, whilst these assumptions are made, flexibility i-deal literature has so far failed to illustrate the extent to which these negotiations are in fact explicitly negotiated and publicly communicated with other agents.

In their research, Conway and Coyle-Shapiro (2015) illustrate that the inconsistent findings of whether i-deals are implicitly or explicitly negotiated and publicly communicated raises questions about fairness and favouritism. Additionally, whilst researchers sought to quantitatively address whether i-deals are a product of implicit

or explicit negotiations, and the extent to which i-deals are publicly communicated, qualitative findings in this research has revealed that the secrecy of i-deal negotiations are more layered and complex than what the current i-deal literature suggests.

The first layer of secrecy can be identified between the i-dealer, the manager/supervisor and the co-worker (Rousseau, 2005), and as a result the i-deal negotiation would be freely and openly communicated amongst these three parties. Research findings of this study support these findings that i-deals are explicitly communicated with all three parties as well as colleagues within other office locations and departments. Therefore, it can be argued that i-deals are to an extent explicitly negotiated.

A second layer of i-deal secrecy becomes apparent when seeking to understand the extent to which i-deals are communicated with support functions such as HR. As illustrated earlier, i-deals are often negotiated between the i-dealer and the manager without the support from HR departments. Findings have also illustrated that partners often exercise workplace flexibility without discussing these with any other agent in the organisation. Their subordinates would be made aware of the partners' schedule due to the proximity or inter-relatability of their work. If partners negotiate an i-deal with their subordinates, these negotiated i-deals are often also not communicated to the HR department. Therefore, it can be argued that HR is not only excluded from the flexibility i-deal negotiation but also that the negotiated i-deals are then also not openly shared with the HR department. Therefore, a level of secrecy or



implicit negotiations can be observed between where HR is purposely not made aware of an individual's flexibility i-deal.

A third layer of secrecy can be observed in the lack of explicit communication of a flexibility i-deal between the i-dealer and a client who expects the lawyer to be available 24/7. Whilst research participants indicated that they communicate formal FWAs to their clients, they do not disclose their negotiated flexibility i-deal. The lack of public communication of flexibility i-deal obtainment illustrates that i-deals are implicit when dealing with stakeholders outside the organisation. These findings indicate that, although there is internal consistency in flexibility i-deal communication, there is a lack of external consistency in communicating flexibility i-deals. The external communication includes all parties outside the employment sphere of the i-dealer, manager and colleagues.

The lack of openness of i-deal obtainment between internal agents such as HR and external clients illustrates that the decision to grant i-deals is more subjective than the literature has suggested so far. If colleagues are made aware of flexibility i-deal obtainment it can be argued that a level of fairness is fostered. Yet for i-deals to be fully accepted and exercised as an idiosyncratic deal it should be publicly communicated. Findings of this research show that individuals fail to publicly communicate the negotiation of an i-deal to external agents as well as internal HR partners. Therefore, this study supports the argument made by Conway and Coyle-Shapiro (2015), who suggest that a degree of internal secrecy prevents i-deals from benefitting an organisation that seeks to signal an equity-based culture. Moreover,

the subjectivity of granting i-deals raises the question of whether i-deals can be truly differentiated from preferential treatment and unauthorised leave.

#### **12.4.4. Section summary**

This section of the discussion chapter discussed the flexibility i-deal negotiation process. In particular, it highlighted the importance of taking into account the power dynamics as well as observing a level of secrecy present in the flexibility i-deal negotiations that were granted to research participants. The findings of this research have revealed that power is an important factor not only in the obtainment of flexibility i-deals but also in the negotiation process. Employees who are deemed more powerful can override employment policies as well as decisions made by the HR department. Additionally, these sources of power allow certain employees to have a flexibility i-deal without negotiating these with another party. Whilst flexibility i-deal literature (Rousseau, 2005) suggests that a negotiation process is pivotal to differentiate flexibility i-deals from unauthorised leave and preferential treatment, the findings of this research have revealed that, in some cases, flexibility i-deals do contain an element of unauthorised leave and preferential treatment.

Additionally, this section elaborated on the extent to which flexibility i-deals are covertly communicated and identified three layers of secrecy. Whilst these negotiations are often openly communicated with colleagues, findings have revealed that a level of secrecy exists between the i-dealer and the HR department as well as external clients. Whilst these i-deals are partly openly communicated, a degree of

secrecy can be identified which in turn raises questions about the fundamental tenet of flexibility i-deals and its differentiation from informal FWAs.

## **12.5. Chapter summary**

This chapter has discussed the empirical data presented in Chapters 6 to 10, incorporating the research questions presented in Chapters 2 and 3. A number of important findings were highlighted which contribute to the literature of flexibility i-deal obtainment and the flexibility i-deal negotiation process amongst female E&W qualified lawyers in the UK. The research findings indicated that a number of important contextual factors influence flexibility i-deal obtainment as well as the negotiation process.

The first section of this chapter highlighted the findings that have been retrieved from both the quantitative and qualitative literature. Three broad themes were identified and discussed.

The second section of this chapter elaborated on the contextual factors the qualitative findings have revealed. Although some of these contextual factors were previously identified within existing flexibility i-deal literature, some new nuances have been highlighted. For example, the findings elaborated on the extent to which digital Taylorism and workplace surveillance practices serve as factors influencing flexibility i-deal obtainment. The section also highlighted that the internal and

external employment environment impacts flexibility i-deal obtainment. These findings suggest that flexibility i-deals which have been exclusively rooted in WOP research may benefit from a contribution from employment relations theory research.

The third section of the discussion chapter investigated the flexibility i-deal negotiation process. The discussions revealed that power dynamics are pivotal not only in the flexibility i-deal obtainment but also in the negotiation processes, indicating that individuals with higher levels of human capital and social capital are to some extent excluded from flexibility i-deal negotiations. Additionally, the section shows that, if flexibility i-deals are covertly negotiated, these arrangements are not usually shared with clients and HR departments. The lack of openness in flexibility i-deal obtainment casts doubt over whether these secretive arrangements foster workplace equity and justice.

The following chapter, Chapter 12, presents the conclusion, where the empirical, methodological and theoretical contributions of the study will be presented. The chapter also presents the limitations of this research and its implications. Finally, avenues for future research will be highlighted and discussed.

## **Chapter 13 Conclusion**

### **13.1. Chapter introduction**

This chapter of the thesis has set out the conclusion of this study. Divided into six sections, this chapter aims to (i) provide an overview of the thesis; (ii) highlight the key methodological, empirical and theoretical contributions; (iii) discuss key implications; (iv) COVID-19; (v) identify the limitations of the study; and (vi) outline avenues for future research.

### **13.2. Overview of the thesis**

This thesis comprises twelve chapters. The first chapter, Chapter 1, presented the introduction chapter which provided the rationale for this study by highlighting its relevance within the context of i-deal studies and research into law firm employment practices. The main aim of this chapter was to describe the purpose of the research study and the outline of this thesis.

Chapter 2 provided a literature review of current i-deal publications. The review focused on critically reviewing the (flexibility) i-deal research field whilst highlighting the inconsistency of i-deal research findings. These inconsistencies have led to the development of the research questions of this thesis.

Chapter 3 described the legal employment context. Since the research was carried out within the context of law firms, it was imperative to explain the nature of work within these firms. Focusing on the E&W jurisdiction, this chapter described the employment structure, promotional opportunities and the employment outcomes as well as attitudes to flexible working within law firms.

Chapter 4 presented the theoretical framework chapter. The chapter described that current i-deal literature is rooted in social exchange theory, which theorises that trust and reciprocity are fundamental elements of the social exchange process. Nonetheless, research findings on i-deals are inconclusive about the extent to which reciprocity is related to i-deals (Hornung et al., 2009; Rousseau et al. 2009) and therefore scholars often encouraged an alternative theoretical approach to the i-deal literature (Conway and Coyle-Shapiro, 2015). This chapter described that the social exchange theory might not be sufficient when studying flexibility i-deals. It then presented other theoretical frameworks that are used in flexibility i-deal literature. Finally, this chapter described the human capital theory and social capital theory as the overarching theoretical framework of this study.

Chapter 5 described the methodological approach and choice of this research study. As the majority of i-deal research applies a positivist stance, it was deemed as important that the pragmatist position of this research was thoroughly explained. The application of an explanatory sequential mixed methods approach allowed the research to further understand the research question by understanding participants' social world and capturing their realities, experiences and narratives.

Chapters 6 to 10 presented the five empirical findings chapters of this study. Chapter 6 presented the quantitative findings, which indicated that flexibility i-deal obtainment was related to affective commitment, FRWC, ELMX and external networking, but not related to SLMX. Chapters 7 to 10 reported the empirical qualitative findings. Divided into three main sections, the qualitative findings chapter described findings of the legal context (Chapter 7), the extent to which flexibility i-deals differ from FWAs (Chapter 8), the contextual factors of flexibility i-deal obtainment (Chapter 9) and the flexibility i-deal negotiation process (Chapter 10). Both the quantitative and qualitative chapters revealed some significant findings which were discussed in Chapter 12.

Chapter 11 extended the qualitative analysis by further seeking to reveal findings on the ideal persona for flexibility ideal obtainment as well as the relative significance of factors for flexibility i-deal obtainment.

Chapter 12 provided a discussion of the qualitative and quantitative empirical findings taking into account the research questions developed in Chapter 2, the research context which was described in Chapter 3, as well as the theoretical framework described in Chapter 4.

Drawing on chapters 1 to 12, the remainder of this chapter highlights the methodological, empirical and theoretical contributions of this thesis as well as the research limitations and avenues for future research.

### **13.3. Methodological contribution**

This thesis provides a methodological contribution to the research field of i-deals. As described in the methodology chapter (Chapter 5), the majority of research on i-deals hold a positivist stance, applying a cross-sectional design. The data is often also obtained through survey instruments. Three exceptions to the positivist approach can be identified in the research undertaken by Bal (2017b), Liao et al. (2016) and Coyle-Shapiro (2015). Liao et al. (2016) provide a systematic review, Coyle-Shapiro (2014) a critical review and Bal (2017b) a grounded theory approach in understanding reasons for employee negotiating i-deals. It is believed that the inconclusive understanding of i-deal contextual factors, negotiations and outcomes is partly due to the one-sided methodological approach in the i-deal research realm. Therefore, the application of a mixed method research approach provided a methodological contribution to the i-deal research field.

The analysis of both quantitative and qualitative data allowed the study to go beyond hypothesising about linear relations between contextual factors and outcomes of flexibility i-deals by including narratives to the i-deal research field. The analysis of this study's quantitative data supports previous quantitative i-deal research findings, namely that i-deals can be related to an LMX construct, there are some personal characteristics that lead to successful i-deal obtainment and that there are some positive outcomes for the individual. However, the application of qualitative research crucially positioned this information within a context and provided an in-depth understanding of i-deal obtainment and negotiations. The qualitative findings illustrated that the negotiations of i-deals are more complex than what the i-deal



literature has suggested so far. Applying a different method means this thesis has not only provided a methodological contribution to i-deal literature but also an empirical one.

### **13.4. Empirical contributions**

The methodological contribution has enabled the i-deal research to be analysed from two different perspectives. The combination of quantitative and qualitative data collection and analysis revealed findings that quantitative research alone could never reveal.

Being the first research conducted in the UK and amongst female lawyers, the research has made an empirical contribution to the i-deal field in several ways. Firstly, it not only illustrated the contextual factors facilitating flexibility i-deal obtainment but also the prohibiting factors, taking into account both successful i-dealers and those who failed to negotiate a flexibility i-deal. The inclusion of research participants who have failed to negotiate a flexibility i-deal is a contribution to the i-deal research field because existing i-deal studies have only focused on understanding the outcome variables of those who successfully negotiated i-deals. These narratives revealed that future research should focus more on a contextual understanding of i-deal theory and practice.

Secondly, this research contributes empirically by highlighting that flexibility i-deal obtainment is influenced not only by personal characteristics, job characteristics,

national context and structural context but also by employment practices. Conducting the research in an environment that is highly monitored, and where digital Taylorist employment practices are exercised, has shown that flexibility i-deal research needs to go beyond characteristics and include elements of employment relations.

Thirdly, the research has empirically contributed to the i-deal research field by providing further understanding of the extent to which trust is deemed as important in the i-deal negotiation. I-deal research and theory hypothesise that trust is an important component of i-deal obtainment and the negotiation process. Findings of this study revealed that, although trust is an important contextual factor, trust is built through tangible metrics rather than intangible quality of relationships. Counterintuitive to the definition of trust in WOP research, in these findings, trust was interpreted a result of a transactional relationship (i.e., building trust through meeting billable hours targets) as opposed to a relational relationship (i.e., trust through building social relationships).

Lastly, this study has been the first to address the i-deal negotiation process, highlighting influencing factors such as secrecy and power relations. Based on the findings, this thesis has examined whether i-deals are negotiated fairly and on equal grounds by all focal employees. The conclusion drawn from the data is that i-deals are not always a result of an equally accessible negotiation process. This finding contributes to knowledge because, within i-deal research, the obtainment of an i-deal is always referred as a negotiation. I-deals obtained through bypassing the

negotiation process cannot be differentiated from unauthorised leave, preferential treatment, nepotism and cronyism.

### **13.5. Theoretical contributions**

Flexibility i-deal research is predominantly based on the social exchange theory (Blau, 1964). In recent years, researchers sought to apply numerous theories such as the COR theory (Hobfoll, 198), perspective-taking theory (Galinsky et al., 2008) and self-enhancement theory (Korman, 2001) to address their research questions. Although the human capital and social capital theories have been applied by Ho and Tekleab (2016), this theoretical application served as a supplement to the social exchange theory. This thesis is the first to apply solely human capital theory and social capital theory to address the contextual factors and negotiation process of flexibility i-deals. Therefore, the main theoretical contribution of this research is the application of the human capital and social capital theories to the flexibility i-deal research field.

Whilst social exchange theory perceives trust and reciprocity as core elements in the exchange process (Blau, 1964), i-deal research has so far failed to exhibit the need of reciprocity in i-deal negotiations (Hornung et al., 2008; Rousseau et al., 2009). In addition, this research reveals that trust as defined in WOP research does not manifest itself in this study's research findings. As described in the previous section, participants revealed that they are only trusted because they can be monitored, controlled and assessed on the hours they work.

As trust (as explained in the social exchange literature) was not proven to be present in this research thesis, and as reciprocity was also not be proven to be present in either this thesis or previous i-deal research papers (Hornung et al., 2008; Rousseau et al., 2009), it can be argued that alternative frameworks to the social exchange theory ought to be applied within i-deal research.

The study identified the application of human capital theory and social capital theory as a framework for understanding the research questions as, contrary to social exchange theory, social capital and human capital theories focuses on characteristics, behaviour and subsequently power that the i-dealer communicates with the supervisor and manager, which in turn assist in the i-deal negotiation and obtainment. the extended analysis of the research findings further illustrates that whilst human capital and social capital are pivotal in the flexibility i-deal obtainment, their application is sequential. The findings illustrate where the employment context and human capital are prerequisites for the flexibility i-deal request, social capital is pivotal for the flexibility i-deal negotiation and subsequently the obtainment of flexibility i-deals. These findings do not proclaim that human capital or social capital hold any importance over each other. Both theories are important in the flexibility i-deal obtainment process but their importance is highlighted at different stages of the obtainment process. This is a significant contribution to the flexibility i-deal theory. Whilst Ho and Tekleab (2016) proclaim that both human capital theory and social capital theory are important for the flexibility i-deal request and whilst other researchers position the flexibility i-deals within WOP theories, the findings of this research highlight the importance of the employment context, human capital as well as social capital within the flexibility i-deal obtainment process.

This contribution leads to the argument that, as previously hypothesised by other i-deal literature, i-deal obtainment and negotiations are not solely reliant on trust and reciprocity – other factors can influence i-deal entitlement, negotiation and obtainment. Therefore, the use of alternative theoretical frameworks is strongly recommended within the i-deal research realm.

### **13.6. Implications of the study**

This study has investigated the contextual factors influencing flexibility i-deal negotiations and the flexibility i-deal negotiation process amongst female E&W qualified lawyers in the UK. The findings and discussions of this research have revealed a number of implications that affect the understanding of i-deals. All implications revolve around the definition and features of i-deals to which more attention ought to be given.

The fundamental tenet of i-deals is that the idiosyncrasy or availability to negotiate idiosyncratic work arrangements is available to every employee (Bal and Hornung, 2019), yet findings of the research revealed twelve factors that facilitate i-deal entitlement in addition to the prerequisite of meeting productivity targets. These factors range from personal characteristics, job characteristics and factors that employees have little control over – the advancements in technology used by the organisation, for example. These findings imply that i-deal obtainment is not as straightforward or linear as current i-deal quantitative research so far suggests. Whilst Bal (2017b) illustrates why employees negotiate i-deals, this research

demonstrates the factors that define i-deal entitlement. The range of factors indicate that, in contrast to what the existing literature states, i-deal entitlement contains elements of preferential treatment, favouritism, unauthorised leave and secrecy.

The first implication focuses on understanding the extent to which i-deals are different from preferential treatment and favouritism. Whilst the theoretical understanding is that i-deals should be available to all employees, the findings of this research reveal otherwise. Whilst literature has already recognised that seniority plays an important role in i-deal entitlement, it has not examined the extent to which junior lawyers may want to negotiate an i-deal and why they are perceived to be less entitled to them. This research has revealed that it is status, established by commitment, long tenure and competence, that allows a different employment arrangement to be obtained. In addition, the findings of this research revealed ideal personas for flexibility i-deal obtainment. Only those individuals who fulfil those criteria are given more scope to redesign their working life. Therefore, junior employees still need to prove they are worthy of i-deal obtainment whilst senior employees have the right status in place to take advantage of i-deal negotiations. This contradicts the core belief that i-deals are available to all employees.

Not only did this research reveal that senior employees are deemed as the ideal candidate to i-deal obtainment, but also that other personal characteristics influence the ability to negotiate i-deals – namely gender and childcare responsibilities. Whilst i-deal literature strongly expresses that i-deals differentiate themselves from cronyism, preferential treatment and favouritism, findings of this research study

reveal that elements of preferential treatment and favouritism can be identified. As outlined in the discussion chapter, within the legal sector, women with childcare responsibilities were more successful in negotiating flexibility i-deals than their male counterparts. Taking into account the increasing debate around workplace justice, these findings imply that women are favoured in i-deal negotiations and, as a result, receive preferential treatment to their male colleagues who may also have childcare responsibilities. Contradictory to what i-deals are believed to stand for, these findings imply that researchers ought to further occupy themselves with constructing a consistent definition for i-deals that reflects the inconsistencies revealed in these research findings.

The second implication highlights the importance of situating the flexibility i-deal research within current management practices. Taking into account workplace surveillance and digital Taylorism, the findings have revealed that both factors are pivotal in the obtainment of a flexibility i-deal. Whilst research has focused on the relationship between contextual factors and outcomes, and has highlighted the importance of the national context and structural context, it has thus far not included employment practices. The findings of this thesis have highlighted that employment practices impact the obtainment of flexibility i-deals. Discussions with research participants have revealed that technology has not only changed the pace of work but has also influenced how decisions are made within organisations. Metrics are believed to be a pivotal factor in deciding who can be granted a flexibility i-deal. Additionally, these metrics are also used as a disciplinary procedure, and individuals who fail to meet targets are denied their flexibility i-deal. This indicates that i-deal researchers should expand the WOP perspective on i-deals to include the

employment relation perspective, so that all factors related to the flexibility i-deal process are covered.

The third implication occupies itself with the negotiation process of i-deals. I-deal literature argues that the negotiation of i-deals between two parties leads to the legitimacy and fairness of the i-deal as well as increases co-workers' acceptance (Lai et al., 2009, Bal and Hornung, 2019). Usually, these parties are employees and their direct manager or supervisor. As previously mentioned, the only published research focusing on the negotiation of i-deals is that by Bal (2017b), who investigated the reasons why employees do so. But the current body of literature on i-deals has neglected to examine the actual i-deal negotiation process. This study has sought to fill that gap and found that i-deals are not always negotiated and, in some instances, i-deals are neither negotiated nor requested. Individuals with a high status simply decide on the deal that suits their work and life demands best. The implication of this finding is contradictory to the i-deal literature which highlights that i-deals are different to unauthorised leave. If individuals design employment arrangements which differ from the standard employment contract/arrangement without 'the knowledge or involvement of the employer and its agents (e.g., supervisors)' (Rousseau, 2005: 50), then this raises the question of what the difference actually is between an i-deal arranged in this way and leave that is unauthorised.

The fourth implication of the study is the extent to which i-deals are implicit or explicit negotiations as well as the extent to which i-deals are publicly communicated. Bal



and Hornung (2019) argue that the explicit focus on the individualised nature of the workplace and the growing need for proactive negotiation gave rise to the concept of idiosyncratic deals (Rousseau et al., 2006). Yet research has so far not managed to offer consistent findings on the degree to which flexibility i-deals are explicitly negotiated. Whilst i-deal research differentiates itself from informal FWAs only on the basis that the negotiations are meant to be explicit (De Menzes and Kelliher, 2017), research findings fail to exhibit the presence of a consistent, open communication about i-deal negotiations to colleagues, other agents within the organisations and clients. Whilst the i-deal research implies that i-deals ought to be publicly communicated, the findings of this study reveal that communications about i-deal negotiations is layered and not as transparent as the theory has described. Conway and Coyle-Shapiro (2015) rightfully outline that, if i-deals are not explicitly negotiated and publicly communicated, they become more subjective. In summary, inconsistent findings on the extent to which flexibility i-deals are explicitly communicated means these i-deals cannot be differentiated from informal FWAs to any degree of satisfaction.

Lastly, whilst this research sought to understand the contextual factors and negotiation process of flexibility i-deals amongst all lawyers, only female lawyers responded to the research survey. This raised questions around not only the gendered notion of flexible working within law firms but also whether the obtainment of flexibility i-deals is used as a tool by women to manage their careers. As Rodrigues and Guest (2010) argue, women embark on non-linear career trajectories and, as Mainiero and Sullivan (2005) argue, often apply a kaleidoscopic career model of authenticity, balance and challenge to the different stages and

responsibilities of their lives. Whilst studying women's careers was not the primary research objective, the causalities of research participation and findings, led to the investigation of the interplay of flexibility i-deals and women's careers. Research participants attained balance in their careers through the obtainment of flexibility i-deals. The findings support the argument of Martins et al. (2002) and O'Neil and Bilimoria (2005) that organisations should move away from a one-size-fits-all structure when it comes to flexible working to meet women's changing career dynamics over the course of their careers. Instead, a more idiosyncratic approach to flexible working should be applied to assist women to reconcile their current life stage and responsibilities. This finding is supported by Gordon and Whelan (1998). In summary, whilst flexibility i-deals can have multiple benefits, this research shows that the obtainment of flexibility i-deals enables female lawyers to obtain their desired career choice.

Overall, the findings of this research raise implications for the theoretical understanding of i-deals. The findings illustrate that i-deals are undoubtedly a present phenomenon within employment relationships, but they also reinforce Conway and Coyle-Shapiro's (2015) stance that the inconsistencies in findings need to be overturned. Revisiting the fundamental definition, conceptualisation and measurement factors of i-deals would update and strengthen current i-deal theory and literature.

### **13.7. COVID-19 and i-deal research**

COVID-19 has caused a heightened interest into the effects of a pandemic on employment relations internationally. In 2020, academic research was experiencing a 'coronafication', where the focus of research shifted to attempting to understand the effects of COVID-19 on WOP (Perez Nebra et al., 2021).

A major effect of the pandemic was that office-based organisations had to shut down the workplace, in accordance with lockdown measures, and arrange for their workforce to work remotely. This period of remote working was used by some organisations to pilot permanent, idiosyncratic FWP's as well as restructure its staffing model. Within UK law firms, for example, many employers took the opportunity to re-evaluate the importance of their business and secretarial services and, as a result, many in these work groups were made redundant (The Lawyer, 2021). The COVID-19 outbreak also heightened the employer-driven call for flexibility i-deals, with early pioneers such as Facebook introducing indefinite remote working options (Forbes, 2021).

Whilst scholars and practitioners seemed at first to be enthusiastic about the new shift in employment arrangements, some critical perspectives have been discussed by, for example, Perez Nebra et al. (2021) and Azer (2021). Perez Nebra et al. (2021) argue that the surge in interest for special issue papers on COVID-19 and WOP has not led to any fundamental research on how COVID-19 affects WOP in the long run. The authors use a conceptual argument to criticise the lack of theoretical and methodological diversity in discussing the future of work and COVID-19. Azer's (2021) criticism focused on the employer-driven push for remote working and the ef-

ffects this has on the worker. In the article, Azer (2021) outlines that, whilst more employers have become more welcoming to FWP's and remote working arrangements, an increase in surveillance practices can be identified to measure the productivity of remote workers.

Both criticisms are in line with the findings of this research. HRM practices are becoming increasingly individualistic, which leads to individuals seeking to negotiate i-deals that meet their non-work demands. To control these demands, employers are increasingly using software and practices to control and monitor the individual worker and their productivity.

This notion of surveillance, monitoring and control raises questions not only on the future of work but also on the future of the employment relationship. A clear transition from soft HRM practices to hard HRM practices can be observed that neglect the importance of trust, loyalty and social relations of the workplace – turning the employment relationship into a purely transactional experience. Therefore, the future of work in western societies might increasingly illustrate characteristics of Taylorist practices that ignore human relation theories. This is something that future research needs to be very aware of.

### **13.8. Research limitations**

This research has contributed to the knowledge and understanding of flexibility i-deals within the UK legal sector. Nevertheless, there are some research limitations which should be considered and addressed for future research.

A limitation of the study has been the response rate of the quantitative study. It was hoped that, with the assistance of the Law Society, around 400 lawyers would complete the survey for a margin of error of 95% (Saunders et al., 2007). Unfortunately, a lower response rate was received. To understand the low response rate, a meeting had been scheduled with the society's diversity team. It was explained that engagement in Law Society initiatives is generally low, ranging between 0.5-1%. To encourage a higher response rate, two follow-up requests were sent via the Law Society in the January and March 2020 newsletters. The intention was to send out a further request in the April 2020 newsletter but, due to the outbreak of the COVID-19 pandemic in March 2020, the society opted out from sending any further communications regarding research participation.

Apart from the low response rate, during the data cleaning process it was recognised that some research surveys were abandoned after a 10-15% completion. This has raised questions about whether the survey was too long, and whether a shorter survey could have garnered the same data. Certainly, a shorter survey would have collected a greater number of complete responses.

The COVID-19 pandemic and its consequent lockdown measures have also impacted the participation rate in the qualitative research phase. This has been addressed in the methodology chapter. Although the qualitative sample size provided sufficient understanding to answer the research questions, The study used

23 interviews, yet it was hoped to conduct 25-30 interviews for this research study and the study.

The research was also limited in terms of participant characteristics. Although the research intended to study the phenomenon of flexibility i-deals amongst E&W qualified lawyers – both male and female, the researcher opted to focus on understanding the research phenomenon amongst female lawyers only. This was due to the insufficient number of male respondents in the research survey and no male lawyers volunteering to participate in the qualitative interviews. Additionally, research participants did not only lack in gender diversity but also ethnic diversity. All research participants were white English women. The diversity of gender and race would perhaps have provided different narratives and experiences, and added to the literature on diversity within the legal profession.

### **13.9. Avenues for future research**

This research has contributed to flexibility i-deal research methodologically, theoretically and empirically. Further research on these contributions may reveal novel findings on the phenomena of flexibility i-deals. Having highlighted the research findings as well as the research limitations, this section now proposes a number of potential future research avenues.

Methodologically, this research has applied a pragmatist paradigm when addressing the research questions and has used an explanatory sequential mixed methods approach. Shifting i-deal research, which is predominantly deductive, to an inductive or abductive approach is revealing findings that previous i-deal research had not uncovered. As this research has shown, narratives are powerful in explaining phenomena and relationships. Therefore, further qualitative approaches may reveal more findings on i-deals that current research has, thus far, not addressed.

The majority of i-deal research is also cross-sectional. The data collected for this thesis was cross-sectional, collected between December 2019 - May 2020. Therefore, longitudinal studies may reveal further findings on the long-term effects of i-deals. Some research participants indicated in the qualitative interviews that they had negotiated an i-deal but then had to re-negotiate the i-deal several times as life circumstances had changed. A longitudinal study could add to the understanding of the re-negotiation process as well the reactions of the participants' colleagues to the adjustments of these i-deals.

This study addressed the research questions by researching E&W qualified lawyers. Research participants indicated that their firm's location and team size influence the extent to which flexibility i-deals are successfully obtained. Future research can aim to study these factors by focusing on one global law firm with both national and international office locations. By studying manager-subordinate dyads within a single case study would illustrate managers' decision-making mechanisms for approving or rejecting flexibility i-deals, and subordinates' interpretation of i-deal entitlement.

Additionally, this empirical study has focused on the i-deal phenomenon within the context of UK law firms. As previously outlined, and also highlighted in Liao et al. (2016), i-deals in the legal sector had not yet been studied. Further research might explore the extent to which flexibility i-deals operate in market economies with a higher rate of unionisation to investigate the extent to which national labour laws influence how i-deals are negotiated.

Further research may also explore men's experiences and perspectives of flexibility i-deal negotiations. Whilst research participants often referred to male colleagues or partners who had negotiated flexibility i-deals, this study cannot offer direct narratives of male lawyers. Similar to other research papers, only the perspectives of female lawyers could be taken into account (Walsh, 2012). Therefore, studies that explore the contextual factors and the negotiation process of men's flexibility i-deals would provide a deeper understanding of men's perspectives on this phenomena and how gender equality can be fostered in this field going forward.

One of the unexpected research finding of this study is the extent to which the obtainment of flexibility i-deals enable women to attain their desired career choice. Future research may further investigate women careers more thoroughly and study the extent to which and in what ways flexibility i-deals enable women to advance their careers. Taken into account extant theoretical research as well as empirical studies on women careers, future research may highlight extensively how flexibility i-deals contribute to extant research on women's careers.



The findings of this research and previous law firm research emphasises that clients are influential stakeholders. Yet, law firm research and i-deal research have not addressed stakeholder perspectives on employment practices; so far, only the narratives and data of lawyers have been studied. This research has shown that the workplace environment is of significance. Therefore, further research may explore narratives from clients and other stakeholders featuring their views on idiosyncratic employment practices for lawyers.

### **13.10. Chapter summary**

This final chapter commenced by providing an overview of the thesis. This was followed by illustrating the empirical, theoretical and methodological contributions of the research study. The implications were then considered, and it was suggested that, although this study has contributed greatly to flexibility i-deal research, some significant inconsistencies remain in the understanding of the definition and features of flexibility i-deals. It was then suggested that more research needs to be undertaken to provide a unified definition and measurement guide for the flexibility i-deal construct. Finally, the chapter considered the limitations of this study, followed by suggestions for future research.

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# Appendices

## Appendix 1 – Information Sheet: Questionnaire



### Information Sheet

School of Management, Royal Holloway, University of London

#### **Flexibility i-deals: Contextual factors and negotiation processes amongst female lawyers in the UK**

Milena Tekeste, Professor Michael Gold and Professor Chris Rees

You are being invited to take part in a research project. Before you decide it is important for you to understand why the research is being done and what it will involve. Please take time to read the following information carefully. Please feel free to ask me any questions if there is anything that is unclear or if you would like more information. Take time to decide whether or not you wish to take part. Thank you for reading this.

#### **The Research Project**

Thank you for participating in this research survey.

Research has shown that formal human resource practices are increasingly replaced by individualised arrangements between employees and their organisations. For this research I am seeking to understand the extent to which individualised flexible work arrangements prevail within law firms.

The objective of this questionnaire is to identify the degree of flexibility you are experiencing in your current role. A series of questions will seek to identify your employment characteristics such as how long you have been practicing law and the type of work you are undertaking (i.e. transactional or contentious). It will take you



around 15 minutes to complete the questionnaire. There are no right or wrong answers.

Your participation in this survey is entirely voluntary, and you can withdraw at any time. I have sought permission from the ethical committee from the School of Management at Royal Holloway University of London. Your answers will be kept strictly confidential. All information will be treated anonymously, unless you provide me with your email address at the end of this survey. The e-mail addresses provided will be saved in a separate file from the other responses, such that a respondent's specific responses cannot be linked back to their e-mail address.

Questionnaire data will be stored as digital files in password protected folders on a University computer. All files will be destroyed on completion of the research project.

If you would like more information about this research or have any complaints, then please contact Milena Tekeste at [milena.tekeste.2007@live.rhul.ac.uk](mailto:milena.tekeste.2007@live.rhul.ac.uk)

If you are happy to participate in this research project, then please sign the consent form.

## Appendix 2 – Information Sheet: Interview



### Information Sheet

School of Management, Royal Holloway, University of London

### **Flexibility i-deals: Contextual factors and negotiation processes amongst female lawyers in the UK**

Milena Tekeste, Professor Michael Gold and Professor Chris Rees

You are being invited to take part in a research project. Before you decide it is important for you to understand why the research is being done and what it will involve. Please take time to read the following information carefully. Please feel free to ask me any questions if there is anything that is unclear or if you would like more information. Take time to decide whether or not you wish to take part. Thank you for reading this.

#### **The Research Project**

Research has shown that organisations increasingly arrange individual or idiosyncratic employment arrangements with employees. An increase in individualised arrangements between individual employees and their organisations can be observed. For this research I am looking into the contextual factors and negotiations of individualised flexible work arrangements amongst England and Wales qualified lawyers.

The objective of this interview is to understand how and why you have negotiated an idiosyncratic work arrangement with your firm. I will ask you a series of open questions which you are invited to answer in an honest and open way. The interview will last between 45 minutes and one hour. I have sought permission from the ethical committee from the School of Management at Royal Holloway University of London and will treat your answers completely confidential. I will never report any information based on the interviews that could lead to you.

All the information that I collect about you during the course of the research will be kept strictly confidential. Once analysis of the results has finished, all this data will be deleted. You will not be able to be identified in any reports or publications. Recordings of the interviews will be stored as digital files in password protected folders on a University computer. These files will be destroyed on completion of the research project.

If you would like more information about this research or have any complaints, then please contact Milena Tekeste at [milena.tekeste.2007@live.rhul.ac.uk](mailto:milena.tekeste.2007@live.rhul.ac.uk)

If you are happy to participate in this research project, then please sign the consent form.

NB: You may retain this information sheet for reference and contact us with any queries.

## Appendix 3 – Consent Form



### Consent Form

**Name of study:** Flexibility i-deals: Contextual factors and negotiation processes amongst female lawyers in the UK

**Name of researcher:** Milena Tekeste

**Please indicate:**

I have read and understood the information sheet about this study	Yes/No
I have had the opportunity to ask questions	Yes/No
I have received satisfactory answers to any questions	Yes/No
I understand that I am free to withdraw from the study at any time, without giving a reason	Yes/No
I agree to participate in this study	Yes/No
I understand that my data will be kept strictly confidential and all information will be deleted once analysed	Yes/No
I agree for the interview to be recorded	Yes/No

Signed.....

Name .....

Date .....

NB: This Consent form will be stored separately from the responses you provide.

Please note: There should be no data collected on the consent form as this will be stored separately from data.