

## RESEARCH ARTICLE

# Resolving disputes in mediated “gig” work: How marketplace structure influences the impartiality of dispute handling by labor market intermediaries

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## Abstract

Scholars of work disputes have mostly focused on alternative dispute resolution (ADR) by employer organizations. With the context of work changing, disputes in mediated “gig” work should also be subject to scholarly analysis. To examine factors influencing the impartiality of ADR by labor market intermediaries, we focus on intermediary dispute handlers and the relationships these private regulators have with dispute parties. Building on the ethnography of disputing literature, we uncover how, depending on the structure of their marketplaces, intermediaries may frame their third-party role differently and influencing the impartiality of their ADR processes. The paper illustrates this point, drawing on fieldwork inside a labor platform and a temporary staffing agency. Existing explanations focus on the promise of impartiality of ADR by an external third-party. Using interview, observational, and archival data, we analyze third-party roles in mediated labor markets and posit that

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impartiality is primarily linked to marketplace structure.

**KEYWORDS**

alternative dispute resolution, contingent work, grievance resolution, labor market intermediaries, on-demand gig work, platforms, regulatory capture

## INTRODUCTION

The potential of workplace ADR by employer organizations offering employees a fair mechanism for resolving their conflicts outside of courts forms a topic of ongoing debate (e.g., Edelman & Suchman, 1999; Kolb, 1987; Lipsky et al., 2003). Yet, with its almost exclusive focus on disputes in standard employment (e.g., Edelman et al., 1993; Varman & Bhatnagar, 1999), the provision of ADR for work disputes in mediated labor markets (Bonet et al., 2013; Cameron & Rahman, 2022) and the implications this holds for its impartiality are largely ignored in ADR scholarship. This oversight is crucial to address as work is increasingly conducted outside standard employment. For such *marketplace* ADR by labor market intermediaries to provide a mechanism that protects the interests and rights of so-called gig workers, it is important its dispute handlers remain impartial. Therefore, we must identify the conditions under which disputes are mediatable through marketplace ADR. In the absence of regulatory oversight and far fewer employment rights for temporary contract workers (as opposed to employees), resolving disputes is likely to differ substantially in mediated gig work (Autor, 2009; Rubery et al., 2002).

To examine this problem, we build upon the ethnography of disputing literature (Barley, 1991; Kolb & Sheppard, 1985) and analyze the social structure of intermediaries' marketplaces. Studies of disputing draw attention to the particular contexts in which disputes occur (Kolb & Putnam, 1992; Kolb, 1983, 1986) and show that what procedures are followed for handling a dispute through *workplace* ADR by employer organizations depends upon the structure of relationships between dispute parties (e.g., Felstiner, 1974). This literature also provides a useful lens through which to analyze marketplace ADR by labor market intermediaries and develop theory on what factors influence its impartiality.

To study this research question, we conducted a qualitative study of dispute handling by two well-known U.S. labor market intermediaries: a digital labor platform and a brick-and-mortar temporary staffing agency. Our findings suggest there can be substantial variation in the impartiality of marketplace ADR by labor market intermediaries. We show that this is influenced by the social structure of the marketplaces that intermediaries are supposed to govern and relatedly, how they frame their third-party role. We find that, depending on whether their marketplace was relational or transactional in nature, dispute handlers framed their third-party role either as a mediator focused on keeping clients happy or as a neutral party trying to retain both clients and contractors, thereby shaping the impartiality of their ADR processes. We discuss the implications of these findings for scholarship on new technology, work, and employment.

## LITERATURE

### The changing context of work disputes and their resolution

Conflicts are an inherent part of the employment relationships (Colvin, 2003). Early studies highlighted the role of collective bargaining and labor unions in protecting workers' rights, negotiating fair working conditions, and dealing with workplace disputes (Colvin, 2012; Dalton, 1958). Following the decline in union representation, formal litigation became the most common mechanism for resolving conflicts (Mahony & Klaas, 2008). This proved slow and financially burdensome, however (Bingham, 2004; Lipsky et al., 2003). Therefore, to make the resolution of conflicts more accessible for employees, employer organizations in many countries today are required to have an ADR process for handling individual disputes—experienced wrongdoings that affect an individual (Cohen & Richards, 2015; Lipsky & Seeber, 2000). Such *workplace* ADR processes can be used when dispute parties are unable to resolve their problems informally (e.g., an employee being disciplined unfairly, demoted, harassed, or denied benefits or pay). It usually consists of the complainant filing a grievance, a dispute handler investigating the case and offering mediation, and an outcome being reached (Colvin, 2012). Instead of an external third party presiding over cases, workplace ADR frequently involves a corporate ombudsman or manager (Kolb & Sheppard, 1985; Kolb, 1987; Sheppard, 1984) trying to resolve disputes through advising, facilitation, mediation, arbitration, or simply avoidance (Goldman et al., 2008).

For ADR to act as a true substitute for formal litigation, it is important for dispute handlers to be impartial, meaning that they do not take sides. Some studies indeed find that dispute handlers can perform a valuable role in resolving workplace disputes (e.g., Hayes, 1998). While guided by national labor laws, the absence of procedural rules governing court trials makes ADR more flexible and access to justice faster, cheaper, and more equitable for employees with fewer resources (Lipsky & Seeber, 2000). Other studies have raised significant concerns about the impartiality of workplace ADR (e.g., Kolb, 1987), however. When an employer is a party to a conflict and also its judge, they enjoy a repeat-player advantage and the power to influence not only the understanding of a dispute but also its outcomes (Edelman & Suchman, 1999; Edelman et al., 1993; Karambayya & Brett, 1989).

However, existing studies of ADR have largely overlooked the changing context of disputes and so, it is imperative for scholars to empirically reassess ADR. With the proliferation of non-standard work arrangements such as temporary, project-based gigs (Barley & Kunda, 2004; Bonet et al., 2013; Kalleberg, 2000), we observe a novel form of so-called *marketplace* ADR, where work (not workplace) disputes are handled by labor market intermediaries rather than employer organizations. While temporary contract labor is nothing new, its prevalence has surged with the expansion of labor markets for self-employed contractors and including digital labor platforms (e.g., Bergvall-Kåreborn & Howcroft, 2014; Duggan et al., 2020). In these markets, conflicts can arise not only between the intermediary and the contractors using its services (Gegenhuber et al., 2020) but also between contractors and clients (Rahman, 2021) and whereby the intermediary can potentially take on a valuable role as a third-party mediator. Understanding if and how labor market intermediaries adopt this role is of critical importance because contract workers, often lack access to collective mechanisms for resolving disputes (Schiek & Gideon, 2018) and, depending on national jurisdictions, may also have restricted access to formal litigation under employment law (Prassl, 2018; Wood et al., 2018). Combined with the relatively low value of gigs and their transnational nature (Lehdonvirta et al., 2019),

this often makes it impractical or prohibitively expensive for workers to resolve disputes through courts.

## **An ethnography of disputing lens on marketplace ADR**

To explore how disputes are handled in mediated gig work, we adopt an ethnography of disputing lens (Kolb and Sheppard, 1985), focusing on how the changing context of work holds implications for the impartiality of ADR. Scholars of disputing investigate the specific structural and cultural factors influencing the dynamics of dispute resolution (Barley, 1991; Merry, 1987). They maintain that how disputes are handled is interwoven and shaped by the social context in which they occur (Kolb & Putnam, 1992; Kolb & Sheppard, 1985). In particular, ethnographic studies have highlighted that what procedures are followed in handling a dispute hinges on factors such as the nature of the dispute, (Silbey & Merry, 1986), the structure of relationships between parties (Felstiner, 1974), and the context in which dispute handling procedures are embedded (Merry, 1987).

This literature also provides a useful approach to understand impartiality in ADR as it draws attention to dispute handling being shaped by the particular frames dispute handlers bring to their work and the roles and strategies they adopt (Kolb & Putnam, 1992; Kolb, 1986). Accordingly, despite workplace ADR being advocated as an effective and fair method for resolving disputes, its use within employer organizations is found to vary significantly (Kolb, 1983). For managers, the role of third-party mediator often does not come naturally. Accordingly, instead of offering impartial mediation, their intervention in conflicts with subordinates frequently resembles the exercise of authority and control (Sheppard, 1984). In the absence of clear rules concerning the proper conduct of a third-party role, managers may also settle conflicts in their own or the organization's best interest (Kolb & Sheppard, 1985). Hence, instead of providing workers and their managers with a fair and neutral mechanism for resolving their conflicts, workplace ADR procedures may be instituted to contain them, avoid litigation, or prevent what is perceived as government intrusion into human resource management affairs (Kolb & Putnam, 1992; Westin & Feliu, 1988).

With the changing context of work—and work conflicts—, important questions remain unanswered, however. Research on disputing has almost exclusively focused on workplace ADR by employer organizations (Edelman et al., 1993; Varman & Bhatnagar, 1999), thereby leaving unexplained the dynamics of marketplace ADR by labor market intermediaries. According to ethnographers of disputing, how people seek to handle disputes can rarely be separated from the social context in which conflicts occur (Barley, 1991). Hence, as ADR moves away from the purview of employer organizations, guided by national labor laws, into the hands of under-regulated labor market intermediaries, it becomes important to understand who then acts as a dispute handler? What procedures do they follow for handling disputes? And more importantly, as an external third-party, are these private regulators able to offer ADR with greater impartiality? This is important to understand because when work is increasingly taking place in gigs, and conflicts are resolved through marketplace ADR, we must more effectively identify the conditions under which disputes are mediatable in mediated labor markets. Hence, to understand this theoretical problem, we focus our empirical analysis on the research question: “*What factors influence the impartiality of marketplace ADR by labor market intermediaries?*” Our conclusion that impartiality of marketplace ADR is primarily linked to the social structure of intermediaries' marketplaces is based on the

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findings of a study investigating dispute handling by two labor market intermediaries, of which the details are described next.<sup>1</sup>

## METHODS

### Research setting

We conducted a 15-month inductive qualitative study, carried out between 2017 and 2019, to examine dispute handling by two US-based labor market intermediaries: a major digital labor platform (henceforth “PLATFORM”<sup>2</sup>) and a well-known temporary staffing agency (“BRICK”). PLATFORM, headquartered in California, operates a digital labor platform for skilled (remote) project-based engagements, such as IT, mobile app, and web development, and serving millions of contractors and clients. With ~600 full-time employees, it provides clients with a digital platform and global marketplace to find remote contractors. It also offers a range of services resembling those of staffing agencies, such as ADR. For case selection, we first conducted a preliminary study of digital labor platforms and spoke with academic experts who had conducted empirical research in this area. We heard particularly interesting developments occurring at PLATFORM and selected the intermediary for further ethnographic investigation. We obtained access following an introduction email from an academic colleague.

We selected BRICK as a counterfactual, following completion of fieldwork at PLATFORM. BRICK was recommended to us by industry experts, due to the type of work mediated, its reputation, and being one of the larger temporary staffing agencies in the US. We obtained access following an introduction email from a staffing industry analyst. Headquartered in Texas, BRICK has several branch offices in California and other states in which PLATFORM was also active, serving approximately thousands of contractors and clients. Employing ~500 people, it—amongst others—provides clients with dedicated account managers to find contractors locally for temporary (in-person) work placements. Both intermediaries mediated similar types of skilled project-based work (e.g., software development, IT, UX design) and handled disputes (e.g., scope of work, working hours, performance, contractual violations) in overlapping (federal- and state-level) jurisdictional environments. Yet they varied in terms of marketplace structure (see Table 1), the execution of work, and their ADR processes. These similarities and differences between the intermediaries' marketplaces and ADR processes allow for rich comparison (Cameron & Rahman, 2022) to develop theory related to these aspects (Bechky & O'Mahony, 2015). Rather than viewing the intermediaries as representative of their respective industries, we present them as illustrative examples and important cases on their own.

### Data collection

We used qualitative, ethnographic methods to examine our research question. In 2017, as part of a larger project,<sup>3</sup> we interviewed and observed PLATFORM's dispute team and collected documentary data specifying the platform's strategy and organizational structure for dispute resolution, the procedures to be followed by dispute agents, and used in the management of their work (see Table 2). Field notes from participant observation were

**TABLE 1** Comparison of BRICK and PLATFORM's Marketplaces.

<b>Dimension</b>	<b>BRICK</b>	<b>PLATFORM</b>
Nature of work mediated	Specialized, onsite, unmonitored by agency	Specialized, remote, monitored by platform
Geography	Local (centered around US branch offices)	Global (overlapping with BRICK)
Revenue model	One-sided, clients contractually agreed to use intermediary for Xk dollars, with the agency invoicing the client for specific services provided	Two-sided, clients and contractors both contractually agreed to pay a fee for using intermediary for their engagement
Client-contractor matching	Human matching by account managers and talent agents	Automated matching using algorithmically generated rankings, based on client project descriptions and contractor profiles
Dispute handling	Mostly informal by account managers or HR manager, no use of dedicated information systems	Formal by freelance agents, using dispute resolution center
Marketplace relations	<ul style="list-style-type: none"> <li>• In-person client-contractor relations</li> <li>• Pre-existing, multiplex relations between dispute handler (account manager) and clients</li> </ul>	<ul style="list-style-type: none"> <li>• Technology-mediated client-contractor relations</li> <li>• No pre-existing relations between dispute handler and dispute parties (contractors or clients)</li> </ul>
<b>Marketplace structure</b>	<b><i>Relational, focused on clients</i></b>	<b><i>Transactional, focused on clients and contractors</i></b>

used to analyze the organizational structure of PLATFORM's dispute team, the design and inner workings of their online dispute resolution center, dispute agents' approach to resolving disputes, and how their work was monitored. Observational data was complemented with 20 semi-structured interviews with dispute agents and their management. In these interviews (see Interview Guide, Appendix), informants were questioned about their background and roles, their understanding of PLATFORM's ADR process, the types of dispute cases they dealt with, and their approach for handling them. Further documentary sources included the team's corporate wiki pages, internal company presentations, and resources describing their work processes. We also had access to the dispute team's main communication channels, allowing us to follow their approach to dispute processing over the period 2017–2019.

In 2019, additional fieldwork was carried out to investigate BRICK's ADR process. We conducted semi-structured interviews and collected various forms of documentary and online data (see Table 2). Similar to PLATFORM, informants were principally responsible for handling dispute cases. Interview questions (see Interview Guide, Appendix) related to their background and roles, their understanding of BRICK's ADR process, the types of dispute cases they dealt with, and their approach to handling them. To triangulate findings, we also spoke with other staffing industry experts and collected documentary data, such as examples of agency contracts and reviews by workers and clients on third-party websites.

TABLE 2 Overview of data sources.

Data source		Use in the analysis
<b>PLATFORM</b>		
<b>Interviews:</b> 20 semi-structured interviews with 14 members of PLATFORM	14 interviews with dispute handlers: Head of disputes Jessica (5), managers Holly and Kelly (4), and dispute handlers Amy, Anna, Cindy, Margo, and Shelly.	Main source of data for understanding PLATFORM's marketplace, identification of its dispute resolution process, and capture.
	6 interviews with other relevant actors: head of operations; head of customer experience; 3 software engineers who built the dispute resolution center; and a marketing employee who developed a dispute prevention program.	Important for building relations. Supplementary source of data for understanding the dispute resolution process.
<b>Electronic communications</b>	Chat communication of PLATFORM's dispute agents for fixed price contracts, dispute agents for hourly contracts, and collective email communication.	Understanding the dispute cases where agents ask each other for help and how they help each other, e.g., directing towards relevant work files.
<b>Observations:</b> 9 h of observation of 14 meetings	Observation of 6 dispute and mediation management team meetings (3 h) and 8 training meetings of dispute agents (6 h).	Supplementary source of data for coding and identification of dispute resolution process and capture.
<b>Documentary sources</b>	Describing the dispute and mediation process; calendar data and primary work files of the disputes and mediation management team; instructions and primary work files of dispute handlers; arbitration; escrow; the development of the dispute resolution center; the dispute prevention program; website data and informants' LinkedIn pages; entries from PLATFORM's community discussion board.	Supplementary source of data for understanding PLATFORM's marketplace and identification of the dispute resolution process.
<b>BRICK</b>		
<b>Interviews:</b> 7 semi-structured interviews with 4 members of BRICK and 3 staffing industry experts	3 Interviews with dispute handlers: VP of Sales Mike, account manager Jane, and HR manager Sam.	Main source of data for understanding BRICK's marketplace, identification of its dispute resolution process, and capture.

(Continues)

TABLE 2 (Continued)

Data source		Use in the analysis
	4 Interviews with other relevant actors: BRICK CEO, a VP of another staffing agency, and 2 staffing industry specialists	Important for building relations and understanding the position of BRICK in staffing industry.
<b>Documentary sources</b>	Website data; mentions on Glassdoor and other review platforms; informants LinkedIn profiles; publicly available contracts and terms and conditions documents of BRICK; publicly available contracts and terms and conditions of other staffing agencies.	Important for understanding BRICK's history, business model, marketplace, and the experiences of BRICK's clients and contractors. Corroborating details from interviews. Also helpful in understanding BRICK's practices and policies in contrast to other staffing firms.

## Analysis

Our analysis of what factors influence the impartiality of marketplace ADR by labor market intermediaries is informed by grounded theory (Charmaz, 2006; Strauss & Corbin, 1998). It entailed an iterative process of multiple rounds of coding, moving back and forth between theory and data, comparing and contrasting examples from the data to identify relations among emerging first-order empirical codes and second-order theoretical themes, and analyzing relations among those themes to come to the conceptual categories that would form the foundation of our theory development. Data analyses took place during and following data collection and broadly followed four phases (see Table 1, Appendix). Together, the findings highlight how the impartiality of marketplace ADR by labor market intermediaries is influenced by the social structure of the marketplaces they are supposed to govern and relatedly, intermediaries' framing of their third-party role.

## MARKETPLACE ADR BY LABOR MARKET INTERMEDIARIES

ADR at both PLATFORM and BRICK was focused on particular jobs (or even tasks) instead of roles and reflects the power of labor markets for mediated gig work. Below, we discuss the handling of work disputes by the two intermediaries, using the concepts of marketplace structure, framing of third-party role, and dynamics of ADR. We first present findings on our counterfactual case, BRICK, after which we turn to our focal case, PLATFORM. We then detail the explanation of the factors influencing the impartiality of marketplace ADR by labor market intermediaries. Figure 1 illustrates our substantive theory, grounded in our data, of how marketplace structure and framing of third-party role influence the impartiality of marketplace ADR by labor market intermediaries.

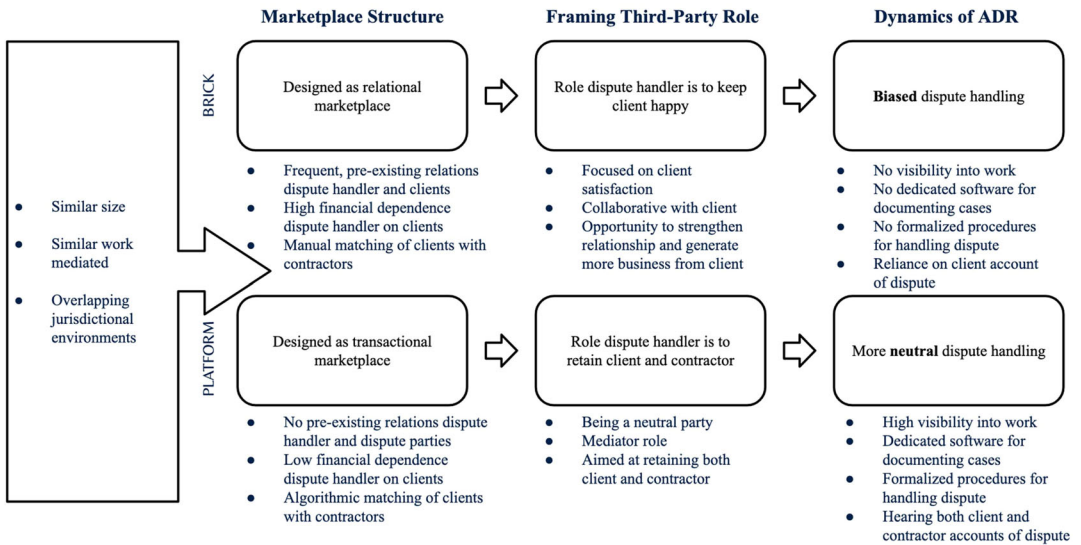


FIGURE 1 Marketplace structure, third-party roles, and dynamics of ADR.

## Relational dispute handling at BRICK: The conflicting roles of account managers

BRICK's marketplace was relational, relying on significant personal connections between account managers and clients to sustain and grow its business. It was also a local one, centered around BRICK's various branch offices, with clients and contractors situated nearby. Most clients maintained long-term relations with BRICK. They used so-called "Statements of Work" to agree on the amount of dollars for which they would use BRICK's services in a certain time period. The agency then sought a suitable contractor to deliver specific services and invoiced them for projects completed.

Relations between dispute handlers and clients were multiplex, frequent, and pre-existing since they also acted as their account managers. Head of sales Mike explained BRICK's business as being relationship-driven, "The stronger that relationship with my clients the more opportunity I get." He therefore employed 35 account managers who each managed a portfolio of clients and were instructed to "be out talking to people and to have X number of client meetings each week." Account manager Jane said to prefer "face-to-face interactions" for "building that relationship [with clients] and get[ting] that stickiness." She added, "there's so much competition in our business... If you don't build relationships, you're just another recruiter. But if I'm the first person you think of when you have an opportunity that's better for me, I get more business." Over time, these professional relations with clients could come to resemble personal ones. Jane gave examples of some of her "best clients," one she had "known for 18 years," others with whom she would "text at 9 PM at night," and those who continued working with her despite moving companies or "who bring their children to me when they graduated college [and] I'm helping them get jobs."

With account managers earning "commission-based" pay, BRICK dispute handlers were incentivized to maintain long-term relations with clients, and whom they depended on financially. Jane said, "If you do great work then your relationship grows, and you have more

people [billing], which means your commission checks are bigger. If you don't, it's the opposite effect." Mike described how he also evaluated his team on "driv[ing] revenue,"

[They] get measured on two areas: revenue growth—the finance, the dollars—and headcount—how many consultants you have billing out. The only way that we generate revenue is, we bill a client... If you build the [client] relationship, you'll have the opportunity. If I've got a client that's hiring 10-plus people, probably there are other projects coming down the line from that client... I [thus] want to make sure [clients] are getting plenty of care, watering like a plant to grow and turn into more.

### Third-party role

The relational nature of BRICK's marketplace shaped how the intermediary framed its role in ADR, with dispute handling being primarily focused on keeping clients happy. CEO Kyle did mention how BRICK aimed to deal with disputes in a manner that "is fair and objective." He reminded account managers that "just because a concern has been made [by a client] doesn't mean the accusing party is always right and we just move the consultant out." Doing so, Kyle explained, would "create higher turnover... which is costly for the business." In practice, however, account managers framed their third-party role as a mediator with concern for their clients' best interests. They stressed dispute handling "ha[d] to be collaborative with the client," with "minimal impact to their business and budget," and ideally trying "to capitalize on [the situation] and take advantage of the opportunity." According to Jane, this involved "strategizing with our client" in finding a solution to their challenges with a particular contractor, such as finding "a replacement." Next, we describe how this framing shaped ADR at BRICK, resulting in ad hoc, biased dispute handling.

### Dynamics of ADR

In the absence of specific procedures, BRICK's approach to ADR was rather ad hoc. For most disputes, the client was the complainant. Account managers usually heard about an issue during one of their regular client visits or over the phone. They were responsible for handling it as long as it was considered "minor"—defined as "anything that causes a problem to that relationship between clients and workers" such as "a personality mismatch," "an attendance or performance thing," "a concern with the quality of work," or "a concern about somebody's technical capabilities." So-called "major" disputes were to be handled by HR manager Sean and included issues such as "a black and white violation of policy [or] law," behavior related to statutory rights, and/or when there was a risk of a lawsuit. Disputes were not often considered major, though, so usually account managers "narrow[ed] down what the dispute is about" and assessed "what we need to do to address it."

In the absence of dedicated software or "tools for tracking [a dispute]", there was little reliance on technology for handling and documenting cases. Mike explained the process was best described as "organized chaos" where "it just depends on the client and their size for what happens." He did not have a problem with this since "there's [always] several moving parts and

when you deal with people, every time it's different." BRICK account managers were similarly unperturbed by the absence of "anything officially documented." Jane noted, "I'm much better off the cuff."

Beyond their occasional client visits, dispute handlers had no visibility into the work being conducted. Contractors worked onsite at client premises while account managers worked out of BRICK's branch offices. Gathering information usually started with meeting the client in person "to go over the situation." Such a client account of the conflict was often considered sufficient to act upon. We spoke with Sean just before he left the company and who shared his concerns with us. In his experience, account managers often were "not the first to hear about [a] problem." Clients had their own internal dispute resolution processes and while these should be used solely for their full-time employees, they sometimes also were used for conflicts involving BRICK contractors. This, Sean explained, was problematic because when the client's internal dispute handler informed their BRICK account manager, they could frame the dispute in certain ways and risking the account manager believed "everything this person is saying is 100% accurate."

Not only did account managers rely almost exclusively on client accounts of a dispute, and decided cases in their favor (e.g., by terminating the contractor or offering them "a little bit of coaching"), they also frequently ignored the grievances of contractors. Recognizing that a dispute with a contractor could "delay [a client's] project" and "impact that manager's bonus for the year if they don't hit their target," account managers were instructed to downplay contractors' concerns. Jane noted, "What I tell my junior people is if there's a situation, do not react. Make sure you understand the situation [but] do not reply [to an email from a contractor] until someone else actually puts some eyeballs on it." Sometimes, dispute handling did include meeting a contractor, yet such meetings were not directed towards gathering information. Jane shared such meetings were "first and foremost [about] giving the consultant an opportunity to voice their frustration [and] get it off their chest." She noted, "95% of the time [where contractors requested a meeting] they already know 'oh crap, I have to go find a [new] job.'" Account managers would also meet a contractor to explain why their contract was being terminated. Jane said she handled cases where "the client is really at fault but because they're a contractor... they have to leave."

The situation was different for major disputes, where HR manager Sean did the investigation. In such cases, Sean would "speak with both [parties] separately" to gather "as much detailed information as I can". He would also "come up with a list of questions that I will [ask] the different witnesses." Such witnesses did not necessarily have to be "directly involved" in an incident, however. They could be anyone who could have "some third-hand knowledge." After completing such "investigation interviews," Sean would then get back to the complainant—usually the client— "to let them know what my findings are [and] what the solution is." This could involve replacing the worker, offering the worker disciplinary counseling, or mediation.

Reflecting on how BRICK handled disputes, Mike shared that "[clients] have always been pleased and happy with how [disputes] are handled." He explained,

BRICK has an excellent reputation in our business, from a client perspective. So, I would think that our clients are above pleased with our performance in that area. I'm not aware of a conversation with a client where the client was not happy with what we'd done or said "Hey, this is terrible. You guys did not handle this well." I don't know of any [dispute] where we've lost a client or an opportunity because of how we handled something.

BRICK contractors shared a different opinion, however. One contractor mentioned in his review on Glassdoor, “don’t trust them.” In his experience, BRICK “does not defend your rights when they represent you,” “does not back you up” in case of a conflict, and “never calls you back.” When his engagement ended prematurely due to a reorganization, he “receive[d] no compensation” and BRICK did not use their business connections to help him “find other job opportunities,” despite him having relocated for the engagement.

## **Transactional dispute handling at PLATFORM: Freelance agents and the dispute resolution center**

PLATFORM’s marketplace was transactional, relying on its ability to foster connections between its clients and contractors to sustain and grow its business. It was also a remote one and, although it had contractors and clients from all over the world, a substantial number of them were situated in the US. Most clients and contractors used PLATFORM’s marketplace on a project-by-project basis, relying on its digital infrastructure and algorithmic matching technologies for sourcing and finding work, contracting, communicating, exchanging files, and delivering the work remotely, thereby each paying a fee for using PLATFORM’s services.

With the online dispute resolution center randomly assigning cases to dispute handlers the likelihood of pre-existing relations with dispute parties was minimized. Head of disputes Jessica worked with 28 agents and managers Holly and Kelly—all recruited from PLATFORM’s marketplace and conducted their work remotely, using the platform’s digital infrastructure. Agents solely acted as dispute handlers. Their interactions with dispute parties were virtual, monitored by PLATFORM, and focused exclusively on the dispute at hand.

Further, there was no financial dependence on dispute parties. Agents were paid for hours worked and evaluated on meeting performance targets of handling 40 cases per week. As team manager Holly explained, “retention of the client and freelancer is the number one goal.”

### **Third-party role**

The transactional nature of PLATFORM’s marketplace influenced how the intermediary framed its role in ADR as being a neutral party, with dispute handling being primarily in support of the market’s overall functioning. Jessica had organized her agents into two teams: One provided mediation for fixed-price engagements where a client hired a contractor to deliver a piece of work for a fixed price, with the client’s funds being held in an Escrow account until deliverables were approved. The other handled disputes in hourly-billed engagements, where a client hired a contractor who got paid automatically by the hour to deliver a piece of work. Both teams, Jessica explained, had two primary tasks: Handling disputes in a manner that “complies with all applicable law” and communicating to contractors and clients they “have someone standing by [their] side when there is a problem.” She reminded agents that “you can’t take sides” in handling disputes. “That’s the point of mediation, to be a neutral party.” In practice, and enforced by “legal policies” around the use of Escrow, agents framed their third-party role as a mediator guiding dispute parties “to come to an agreement themselves.” Holly said, “you’re not going to make both sides happy and it’s not about making people happy. It’s about making them able to just move forward from a bad experience.” Holly explained,

The newest agents [tend to] gravitate towards the person that spends money, but... the freelancer's the one [who also] pays fees so they're just as valuable in the long run. We do make sure that agents are aware of that... During the dispute you absolutely have to maintain that kind of neutrality.

She then linked the need for neutrality to the revenue model underlying PLATFORM's marketplace with both clients and contractors paying fees,

Without a great freelancer, you're not going to attract great clients... It's very easy to take a client's side because they're upset, they lost money, they don't have what they paid for and you want to make it right. On the other hand, you have to remember that this freelancer over here is earning money, is working, is delivering products and we want to retain them.

Next, we describe how this framing shaped ADR at PLATFORM, resulting in more formal, neutral dispute handling.

## Dynamics of ADR

PLATFORM's ADR process was highly formalized, with small differences for fixed-price and hourly contract disputes. Clients and contractors could both raise a dispute through its dispute resolution center. This could be about a contract ending prematurely, quality of deliverables/performance, a client not paying or having been billed automatically for excessive hours, or issues in client-contractor communication. The center—accessible by both dispute parties to file, check and comment on the status of a dispute—included features such as a “dispute button” in the client's billing interface, a text box for contractors and clients to submit their grievances, and a simple algorithm to randomly assign dispute cases to agents. Once submitted, the other party could accept or reject the dispute. For instance, for hourly engagements, clients had “5 days” to submit a claim “after the billing period closes” and the contractor had 30 days to respond. Accepting the claim or not responding within 30 days resolved the dispute in favor of the complainant. If the other party rejected the claim, a dispute agent got involved to investigate it.

The center first instructed the agent to conduct eligibility checks, such as whether the dispute involved any fraudulent activity (e.g., logging excessive hours<sup>4</sup> or non-delivery fraud), whether “the [complainant] reached out to us within 30 days”, and whether the value in dispute justified the cost of handling it. Jessica explained that PLATFORM paid “over 50 dollars for an agent” to process a typical case. When the contract value was below that 50-dollar threshold, the agent would simply return the funds to the client whilst also issuing a courtesy credit from PLATFORM's own funds to the worker. Agents handled all disputes exceeding the fifty-dollar threshold. Jessica said, “that's when we are taking on that role of a mediator,” offering guidance up to a maximum of 30 days.

From there, agents followed a standard mediation process, “assessing the complaint”, “setting [the complainant's] expectations at the beginning of a case,” developing their own understanding of what had happened, and “trying to find the middle ground.” Agents followed strict procedures for mediation, which were encoded in the agents' interface of the dispute resolution center. Describing how she handled cases, agent Amy noted: “there's certain ways to

process a [dispute]. That's great... everybody is doing it the same way. We all have to follow the rules of that, right?" Kelly added: "I will file [a dispute] into [the system], depending on what [it] asks for—so I just collect all that information, plug it in [and] send out my initial notices letting the client and the freelancer know that I've started the case." Agents used the center's online chat feature which included "a tab for the freelancer to talk privately to the [agent], for the client to talk privately," and "a tab for clients and freelancers to speak together with you there." An agent shared how she used these features during mediation, "They can chat together, and I can interject my thoughts in there, like what do you want, do you agree with this? And they can just tell each other how they feel and what's really going on." Agents also used standardized messaging templates to communicate with dispute parties. Jessica explained, "Everybody is using those messages consistently. The dispute and mediation reasons are fairly consistent and so we can kind of, I wouldn't say guess but determine what the responses are going to be."

In handling disputes, agents could further rely on direct evidence. Provided a contractor and client used PLATFORM's digital infrastructure, agents had direct access to various sources of information. Cindy said, "I'll take the [dispute] ticket and when you log into someone's account you can see all their jobs, all their conversations. I'll look at the job itself. [Then] I'll read all the messages between the client and the freelancer." For hourly contracts, an additional source of information was the "work diary" that automatically recorded working time by tracking a contractor's keystroke frequency and taking screenshots approximately every 10 min. While the primary purpose of the diary was to ensure clients that "[the freelancer is] working on a project and doing what they're supposed to," Kelly explained how agents could also review it to understand and verify dispute parties' accounts of "what actually went down" in an engagement. Kelly explained the benefit of having such direct evidence as follows, "You have the documentation from the client and from the freelancer, confirming or denying [their claim so] it doesn't become a he-said, she-said." One agent gave the example of a dispute raised by a contractor, "With hourly jobs, the freelancers are paid automatically every week. If the client's payment method fails, then PLATFORM will step in and pay it [in which case] we review the timesheets [in] the work diary."

For their investigation, agents followed clear instructions regarding what information to collect and evaluate. Kelly and Holly shared, "When you're filing a case [the system] basically always asks for the same things... With hourly contracts we review the work diary and we do have policies that guide us," for instance on how much seemingly low-activity time is acceptable to bill or to detect whether a contractor has been billing excessive hours. Cindy mentioned she also investigated parties' behavior in previous engagements, "I'll look to see how much the client has spent overall, how active he is, [and] how he's treated other freelancers." If dispute parties failed to reach an agreement within 30 days, agents could make a nonbinding recommendation. For fixed-price contracts, if this recommendation was rejected, the "last resort" for dispute parties was to submit their case for formal arbitration. "To make this option more affordable, Kelly explained, the costs were divided equally between the client, the worker, and PLATFORM. For hourly contracts, if parties failed to reach an agreement agents could make a binding decision, such as "a final determination of whether or not the client got a refund [based on] a review of the freelancer's work diary", a "partial refund" of billed hours, or for "finishing the work if that seems possible."

Hence, PLATFORM's formalized ADR process and its dispute resolution center incentivized dispute handlers to remain neutral. Combined with the fact that there was no prospect of personal gain, agents had little interest nor leeway to favor the views of a particular party to a

dispute. Nevertheless, working on a freelance basis themselves, agents did admit to sometimes sympathize with contractors but also said that PLATFORM's procedures helped them to come to a balanced decision. Anna shared a case in which the client disputed the payment of a contractor for completed work,

What \$10 means to a [client] from the developed world versus \$10 [to a worker] from another [country], are completely different. \$10 for [a client] can mean a candy bar or whatever. And the \$10 to the [worker] can mean a meal for a day for their family. Whenever I deal with a freelancer from Bangladesh—these are very economically challenged or poor countries—even the Philippines, I think of that a lot.

Kelly added that the formalized process provided agents little room to give undue credence to the opinions of contractors over clients (or vice versa), “Sometimes I do see something [in an engagement] that is really unfair. [They each] agreed to something. Why would you go behind someone's back and do that?” She admitted that such cases “of course strike a bit of concern, maybe anger, depending on how severe [the unfairness] is towards the [other] party.” This did not affect her approach to handling disputes, however. “I will look at things from everyone's perspective, even the person who did wrong, just to make sure [that] I'm looking at everyone.” In such situations, Kelly explained,

You have to have enough self-control to stick to the policy. Because at the end of the day, it is your job, and you remember that you agreed to do your job. I will just stick to company policy and use that human factor of understanding to word my responses and make sure no one feels offended.

PLATFORM also held dispute agents accountable in several ways. One way, Holly explained, was by letting dispute parties rate their experience, “We get end of [dispute] ticket ratings, feedback where a client or freelancer rates us [after a dispute case had been closed].” Anna explained that another way was PLATFORM's community forum, “It's very important for an agent to do things correctly and to minimize errors. Because if we say something or the user feels we're not being neutral, they can go to the community and really talk about their experience. We're not scared of that, the community is created to voice concerns.” Holly was tasked with monitoring the community forum and shared her observations, “It's so funny because if you go to the community forum, you'll see a very similar pattern. Clients that don't fare well in a dispute, that don't get everything they want, say that PLATFORM is biased towards freelancers. And vice versa, freelancers always say it's biased towards clients. And the fact of the matter is, it's not.”

## **Explaining variation in impartiality of marketplace ADR by labor market intermediaries**

We contend that the variation observed in the neutrality of marketplace ADR can primarily be explained by the social *structure* of intermediaries' marketplaces (see Figure 1). Specifically, whether marketplaces are relational or transactional in nature influences power dynamics and dependencies among market participants. In relational marketplaces, where interactions are

based on long-standing (personal) client relationships, intermediaries may struggle to maintain impartiality due to their dependence on clients. This reliance may limit their ability to govern their marketplace effectively, despite their strong market presence. Conversely, in transactional marketplaces, characterized by on-demand, technology-mediated, and fee-based interactions, intermediaries are likely better positioned to control their marketplaces, allowing them to provide impartial ADR and effective governance. Relatedly, we posit that intermediaries' framing of their third-party *role* in ADR—ranging from prioritizing client satisfaction to adopting a neutral stance aimed at retaining both clients and contractors—significantly shapes their approach and procedures for handling disputes. In relational marketplaces where intermediaries prioritize client satisfaction, bias in ADR is more likely to occur to maintain revenue streams. Scholars have referred to this as being captured (Stigler, 1971). Conversely, in transactional marketplaces where intermediaries adopt a neutral stance, biased outcomes are less likely due to reduced dependence on specific clients.

In our study, BRICK's relational marketplace hindered the intermediary in providing impartial ADR and effective governance. Despite its strong market presence, control over marketplace dynamics was influenced by BRICK clients, upon whom the intermediary relied financially. Its one-sided revenue model, combined with commission-based account managers handling disputes, resulted in a distinct positionality of the intermediary with dispute handlers primarily focusing on client satisfaction and leading to ad hoc, biased dispute handling. We found no evidence of PLATFORM's transactional marketplace impeding the intermediary's ability to offer impartial ADR and effective governance. PLATFORM controlled its marketplace, with clients and contractors paying fees. This two-sided revenue model, along with freelance agents handling disputes remotely and independently through the dispute resolution center, allowed for more formal, impartial dispute handling. In this context, dispute handlers viewed their role as neutral parties and focused on retaining both clients and contractors.

Together, these two factors—marketplace structure and framing of their third-party role—shape an intermediary's procedures and overall approach to ADR. By analyzing these dynamics we gain deeper insight into the factors influencing impartiality in marketplace ADR by labor market intermediaries. We discuss the specific contributions our findings make to extant literature next.

## DISCUSSION

With the changing context of work, we argue in this paper that disputes in mediated gig work should also be subject to scholarly analysis. The increasing use of ADR for work disputes in market settings (e.g., Cameron & Rahman, 2022; Gegenhuber et al., 2020; Rahman, 2021) calls for renewed attention to the impartiality of such *marketplace* ADR. Previous studies have criticized the impartiality of workplace ADR (e.g., Edelman et al., 1993; Kolb & Sheppard, 1985; Kolb, 1987), suggesting the fairness of ADR could be enhanced when provided by an external third-party. Our in-depth study of dispute resolution by two major labor market intermediaries provides novel insight into ADR's impartiality in market settings. Despite extant theory predicting that intermediaries, as external parties, are better positioned to offer neutral and fair ADR, our qualitative fieldwork shows there can be substantial variation in impartiality.

Our analytical model (Figure 1) extends our empirical and theoretical understanding of ADR in market settings, elaborating the relationships between marketplace structure, framing of third-party role, and impartiality of marketplace ADR that we inductively derived from our

findings. This model explains how impartiality of marketplace ADR by labor market intermediaries is influenced by the social structure of intermediaries' marketplaces, their positionality, and how they frame their third-party role. Specifically, our study suggests that the distributed, technology-mediated nature of digital labor platforms' marketplaces, coupled with their two-sided revenue model, may indicate a potential shift in the positioning of intermediaries as marketplace governors, and allowing for greater impartiality in the handling of work disputes. Below, we discuss the implications of this overarching contribution to our understanding of new technology, work, and employment, particularly for scholarship on work disputes and platform labor markets.

## Implications for scholarship on work disputes

Our study offers several important implications for dispute resolution research. Firstly, with our conceptualization of marketplace ADR, we not only broaden the scope of ADR research but also introduce an entirely new research direction. ADR scholarship to date has centered almost exclusively on *workplace* disputes and their resolution within standard employment (Edelman et al., 1993; Varman & Bhatnagar, 1999). While valuable and important, we contend that the field's scope should be expanded, to also examine *work* disputes and their resolution by market intermediaries in non-standard, mediated, gig work.

With most of these people being workers instead of employees, they often have far fewer employment rights. Indeed, the very possibility of having access to ADR varies by country and may or may not be one of them. Scholars have speculated that dispute resolution in mediated labor markets could significantly differ (Autor, 2009; Rubery et al., 2002). Detailed empirical studies remain limited, however, leaving pertinent questions unanswered about how disputes are resolved in mediated gig work. Through our conceptualization of *marketplace* ADR, we revitalize and offer new directions for work disputes scholarship. We hope this supports richer theorization about when and how labor market intermediaries take on third party roles and with what consequences.

Second, our study contributes to our understanding of impartiality in ADR. Extant literature raised valid concerns regarding the impartiality of ADR in organizational settings (Edelman & Suchman, 1999; Edelman et al., 1993; Kolb, 1987). While existing literature assumes that an external third party presiding over cases ensures greater fairness and neutrality, our findings challenge this notion. We demonstrate that impartiality is not guaranteed even with external third-party involvement. Yet, neither is impartial ADR a lost cause entirely. Instead, we theorize that impartiality in marketplace ADR can still vary and is linked to marketplace structure, which we will turn to next. Future research should delve deeper into ADR's impartiality by considering variation in third-party roles and contexts.

Thirdly, our study stands out by examining marketplace ADR by two different yet comparable labor market intermediaries. Our findings underscore the importance of social context in shaping disputes resolution processes (Barley, 1991; Kolb & Putnam, 1992; Kolb & Sheppard, 1985). Previous research has predominantly focused on organizational settings (e.g., Colvin, 2012; Edelman et al., 1993; Mahony & Klaas, 2008), concentrating on *organization*-level factors influencing workplace ADR (Felstiner, 1974; Kolb, 1986, 1987). Our analysis delves into the specifics of how disputes are handled by two labor market intermediaries. Thereby, we contribute to theorizing on the *market*-level factors influencing the impartiality of marketplace ADR. We can say with confidence that in marketplace ADR, intermediaries' approaches to

dispute resolution are influenced by the social structure of their marketplaces, their positioning, and how they interpret their third-party role.

The notion of regulatory capture (Stigler, 1971) provides us an additional interpretive lens for identifying when disputes are mediatable through *marketplace* ADR. Regulatory capture theory explains how government agencies can become influenced by industry actors, allowing them to shape rules to benefit their interests (Chowdhury et al., 2015). The theory has been applied in economic sociology, to study how market participants can control regulatory processes (Rilinger, 2023). As dispute resolution shifts to mediated labor markets, this theory underscores how intermediaries—as marketplace organizers—may not always provide impartial governance but can instead be influenced by market actors.

Analyzing our cases on *material* capture (where market regulators deviate from public interest for personal gain) and *cognitive* capture (where regulators overlook problematic behavior by adopting the perspective of those they regulate; Rilinger, 2023) reveals the presence of factors associated with regulatory capture (such as financial dependence, pre-existing social relations, and imperfect access to information) at BRICK but not at PLATFORM. Specifically, it suggests that the distributed, technology-mediated nature of digital labor platforms' marketplaces, coupled with their two-sided revenue model may indicate a potential shift in the impartiality of marketplace ADR by intermediaries. These insights also pave the way for future research on market-level factors influencing the dynamics of ADR by intermediaries—an area that has received limited scholarly attention.

## Implications for scholarship on platform labor markets

In addition, our study is particularly relevant for the study of platform labor markets (e.g., Bergvall-Kåreborn & Howcroft, 2014; Duggan et al., 2020; Dunn, 2020). A growing literature examines the impact of digital labor platforms on work and workers (Cameron & Rahman, 2022; Cameron, 2022; Rahman, 2021; Wood et al., 2018). Yet, empirical work often studies labor platforms from a worker perspective, examining the impact of gig work on workers' identities (Bellesia et al., 2019; Idowu & Elbanna, 2021), knowledge and skills (Cameron & Rahman, 2022), and collective organizing efforts (e.g., Gegenhuber et al., 2020; Irani & Silberman, 2013). Recent work has also begun examining labor platforms from the perspective of platform owners, conceptualizing platform management as extending beyond the use of algorithms (Shestakofsky, 2017) and emphasizing the importance of considering the broader socio-technical structures that algorithmic management features are a part of. (Jarrahi et al., 2020). Our findings expand the scope of research on managing platform work to include the governance of platform labor markets.

Specifically, we contribute to a more precise understanding of the sociotechnical foundations of platform governance. Previous work has shown how the features, policies, and usage norms of labor platforms are interconnected, thereby locating platform algorithms within a broader managerial framework (Jarrahi et al., 2020). Our findings delve deeper into the sociotechnical basis of platform marketplace governance. They uncover how the platform's technological architecture, particularly its use of algorithmic management technologies, generates detailed work data which can be used when investigating a dispute.<sup>5</sup> Yet, they also reveal that evaluation of such data is carried out by human agents and is highly formalized, guided by policies and prompts provided through the dispute resolution center. Thus, by contrasting the governance approach of a labor platform with that of a traditional staffing agency, our study

highlights the significance of a platform's material features, data, formal policies, and human action in developing a cohesive governance plan.

## Implications for policy and practice

Our study holds several practical implications for designing intermediaries' ADR processes (see Figure 2). We further advocate for intermediaries to publicly share aggregated data on the utilization of their ADR processes. This is crucial because even with impartial ADR, it may not fully address the structural disadvantages faced by contractors. While our study examined intermediary dispute handlers rather than workers, existing studies find that employees in standard employment often avoid using workplace ADR procedures (e.g., Edelman, 1992; Feuille & Chachere, 1995; Gadlin, 1991). Recent studies have reported similar findings on contract workers, and who frequently hesitate to voice grievances due to concerns about jeopardizing future work opportunities (e.g., Cameron & Rahman, 2022; Wood, 2016). By providing them with a clearer understanding of their likelihood of success, intermediaries can potentially encourage them to utilize marketplace ADR procedures in the event of a conflict. Providing information on the types of conflicts that can arise in mediated gig work, along with clarity on how intermediaries act to resolve them, can also aid intermediaries in educating marketplace users about unacceptable and unacceptable behavior in their marketplaces.

And finally, our findings provide concrete implications for policy makers regarding the regulation of digital labor platforms and conventional intermediaries. First, they advocate for the universal availability of ADR for all forms of mediated gig work. Recent European Union regulations mandate all platforms operating in Europe, including digital labor platforms, to have an ADR process. We advocate for further regulation to make ADR provision mandatory for all labor market intermediaries. Second, while these regulations are a positive step, our findings highlight the need for additional regulatory measures to ensure impartial ADR. Even when workers have access to ADR, its impartiality can vary significantly. Therefore, alongside

We provide actionable suggestions for labor market intermediaries to enhance the design of their ADR processes, ensuring equal access, due process, and impartiality:

1. **Promoting equal access:** Intermediaries should clearly communicate to their users (e.g., in their terms of service) the process for filing a dispute in case of a conflict.
2. **Ensuring due process:** Formal procedures for handling disputes should be established, outlining steps for dispute processing, what information to collect as evidence, and conditions for terminating mediation. Procedures should also specify for dispute handlers to speak with both dispute parties. They can be enforced through using dedicated digital infrastructures or software programs for dispute resolution.
3. **Preventing financial dependence:** Dispute processing tasks should be distinct from other responsibilities such as account management. Dedicated dispute handlers, whose compensation is not tied to dispute outcomes, should manage the ADR process.
4. **Preventing pre-existing ties:** Intermediaries should implement random assignment of dispute cases to handlers, thereby preventing social biases and repeat player advantages.
5. **Preventing informational bias:** Intermediaries should consider leveraging digital tools to track work progress in the engagements they mediate, to aid handlers in case of a dispute. The collection and use of such data should be carefully balanced with the right to privacy at work, and informed consent should be obtained from workers and clients commensurate with the invasiveness.

FIGURE 2 Suggestions for the design of marketplace ADR processes.

mandating ADR processes, additional regulation should specify certain standards to ensure impartiality. Lastly, policymakers must address the legal rights of contractors. Beyond recognizing human rights, contract workers currently have very limited legal recourse. As non-standard work continues to proliferate, clarity on contract workers' (as opposed to employees') legal rights is essential. Empowering workers to appeal to their legal rights in disputes, rather than solely interests, would greatly enhance the efficacy of ADR in ensuring fair working conditions.

## **Boundary conditions**

There are a few limitations to this study. First, consistent with prior research on ADR (Edelman et al., 1993), we acknowledge the limited number of informants at BRICK. Partly this reflects the limited number of people involved in dispute resolution at the intermediary, but it is also a result of the sensitive and confidential nature of the topic under investigation (see Bingham & Chachere, 1999, p. 105 for a discussion). Following our first interview round, further access to the intermediary for additional fieldwork was unavailable. Nevertheless, we believe that the interviews we were able to conduct, combined with the online and documentary data sources, provided sufficiently detailed insight into the intermediary's approach to ADR. Given the challenges associated with obtaining research access to private dispute resolution mechanisms, our study offers a rare glimpse into the internal operations of ADR by labor market intermediaries.

Second, despite digital labor platforms removing some of the barriers for contractors to file a grievance (e.g., by integrating a dispute resolution center into their user interface), there are indications that contractors may still hesitate to use marketplace ADR processes. They worry that disputing an engagement may prompt clients to retaliate and give them a bad rating, thereby impacting their ability to secure future jobs through the platform (Wood & Lehdonvirta, 2023). For instance, Cameron and Rahman (2022) find that contractors sometimes opt to prematurely cancel projects and return client funds to avoid a negative rating from clients. Conversely, drivers on ride-hailing platforms sometimes give clients low ratings, hoping that reciprocal low ratings will offset each other and prevent sanctions against the driver. Thus, even when disputes are handled impartially and potentially in favor of the contractor, there may be skepticism about the benefits of using marketplace ADR due to concerns about client retaliation. While our data provides some insight into contractors' experiences with ADR, not everything can be understood from the data we were able to collect. Future research could build upon our findings by examining variations in the rules governing the use of ratings of disputed clients for evaluating contractors (and vice versa) and how this influences contractor participation in platform dispute resolution.

## **CONCLUSION**

Our study underscores the importance of examining dispute resolution in mediated gig work, an area that has received less scholarly attention compared to workplace ADR in standard employment. Focusing on intermediary dispute handlers and their relationships with dispute parties, our study reveals that in marketplace ADR, impartiality in the handling of work disputes by an external third party can still vary substantially and is primarily linked to

marketplace structure. Drawing on qualitative fieldwork within two labor market intermediaries, we found that ADR at the staffing agency tended to be ad hoc and biased towards protecting clients' interests, whereas ADR at the labor platform was more formalized and neutral. This variation can be attributed to the relational structure of the agency's marketplace, which framed their roles as primarily serving client interests, while the transactional nature of the platform's marketplace resulted in framing their role as aiming to manage both sides of the marketplace fairly. In sum, our study's findings emphasize how the market context of gig work shapes the impartiality of ADR by labor market intermediaries.

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## ENDNOTES

- <sup>1</sup> The literature uses different terms to refer to contractors, such as platform workers and gig workers. Similarly, our informants variously referred to contractors as freelancers or consultants.
- <sup>2</sup> Pseudonyms are used for all organizations and informants that participated in the study.
- <sup>3</sup> This project was part of a larger ethnographic study inside the organization operating PLATFORM, investigating the organizational processes through which people inside the platform organization make important decisions on the features and design of their platform and how this changes the "rules of the game" in mediated labor markets.
- <sup>4</sup> Similar to Cameron's (2022) finding that drivers on ride-hailing apps can "game" the algorithm, some workers on PLATFORM tried to log excessive working hours. When such fraudulent activity was detected, their account got suspended.
- <sup>5</sup> The importance of a platform's work monitoring features is also evidenced in Cameron and Rahman's (2022) study, finding that workers of ride-hailing platforms sometimes install their own monitoring systems (e.g., dashcams) to better protect themselves in case of a dispute.

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## SUPPORTING INFORMATION

Additional supporting information can be found online in the Supporting Information section at the end of this article.

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