



Agreement on Key AI Terms Leads to Writer's Strike Resolution: What Employers Need to Know

Insights

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After nearly five months of heated negotiations and picketing, the Writers Guild of America (WGA) finally reached tentative consensus with the Hollywood studios on a new, three-year agreement, bringing an end to its strike early Wednesday morning. If WGA union members ratify the Tentative Agreement next week, the new agreement will usher in a new wave of protections for writers against the perceived threats posed by the increasing use of artificial intelligence and the concern writers will be replaced by Generative AI (GenAI) tools such as ChatGPT. What do employers need to know about this resolution?

Key AI-Related Deal Points

Writers are expected to ratify the agreement as they achieved practically everything they asked for, particularly those issues involving AI-related terms. Specifically, the Tentative Agreement provides that:

- AI may not write or rewrite original material, and AI-generated material will not be considered source material under the agreement, meaning that AI-generated material cannot be used to undermine a writer's credit or separated rights.
- If the employer consents and the writer follows applicable employer policies, a writer can choose to use AI when performing writing services. However, the company cannot require the writer to use AI software (e.g., ChatGPT) when performing writing services.
- The company must disclose to the writer if any materials given to the writer have been generated by AI or incorporate AI-generated material.
- The WGA reserves the right to assert writers' material was used to train AI which has been prohibited by the collective bargaining agreement or other law.

However, such clear distrust of AI and apprehension of utilizing it in the workplace is certainly not limited to writers. Recent polls show that less than half of all employees are willing to trust AI at work. Yet, more than 35% of all companies presently use AI in their business in some manner. With significant, demonstrated costs savings and efficiencies and often better experiences for customers, the meteoric rise of AI in the workplace is all but certain to continue.

Accordingly, it is critical that employers do everything they can to *ease introduction of AI to its employees and to sufficiently explain its specific benefits.* Moreover, and as we explained in our prior Insight on the subject, employers should continuously seek feedback from their employees on how AI is affecting them and take steps to continuously improve the synergies between humans and machines.

Conclusion

If you have questions about introducing AI into your workplace, reach out to your Fisher Phillips attorney, the authors of this Insight, or any attorney on our Artificial Intelligence Practice Group. We will continue to monitor the use of AI technology in the workplace, risks and benefits associated with that use, and developing legal and regulatory landscape, so make sure you are subscribed to Fisher Phillips' Insight system to get the most up-to-date information directly to your inbox.

Related People



Landon R. Schwob

Partner

213.330.4479

Email





Todd A. Lyon
Partner
503.205.8095
Email

Service Focus

AI, Data, and Analytics

Labor Relations