

Case Study: Ziff Davis Creators Guild (ZDCG) 2024 Contract Negotiations on Artificial Intelligence



The Ziff Davis Creators Guild (ZDCG) represents editorial workers at Lifehacker, PCMag, and Mashable.¹ ZDCG first affiliated with TNG-CWA in 2018 and the members negotiated their first contract in 2021.

Heading into 2024, ZDCG members prepared to negotiate a successor contract. Bargaining committee members identified Artificial Intelligence (AI) as an important issue to address in negotiations. Across the digital news industry, Generative AI (GAI) had been used without transparency to produce poor quality editorial work, including at Sports Illustrated and USA

Today where GAI was used to produce articles with fake bylines.² These examples garnered significant press attention and the bargaining committee made a concerted effort to raise awareness among membership by circulating links about these cautionary tales.

As part of preparation for bargaining, the committee distributed a bargaining survey which included questions about the use of AI tools. The survey showed that some members use AI tools to supplement their work, such as for e-mail drafting and for feedback on idea generation. Better understanding these benign uses of AI in the work processes of members helped the bargaining committee clarify that their goal was not to prevent members from finding ethical ways to incorporate AI into their work, but to restrict how management could impose AI tools on their work. The bargaining survey also identified that job security was the highest priority issue for members when it came to AI, and this became the core of the Union's bargaining demands on this topic.

Our main goal we arrived at was to protect our members' job security. That was our North Star... If they [Ziff Davis] are going to use this technology we want to put guardrails in place so that it doesn't threaten members' job security.

- ZDCG Bargaining Committee Member

At the bargaining table, Company representatives claimed they had no intentions or plans for introducing new AI tools. However, the Company's bargaining position asserted its ability to act unilaterally on the topic in the future. The Company's response to the Union's concerns boiled down to "Just Trust Us." Ultimately, union-side bargainers decided that even if there were no immediate threat of disruptive AI tools, protections were needed in a fluid industry where management or ownership can change direction at any time. The Union's message was "We Want a Say in AI."

The Union needed to identify sources of power in order to force the Company to agree on terms that would limit its freedom to experiment with AI in ways that could threaten members' jobs.

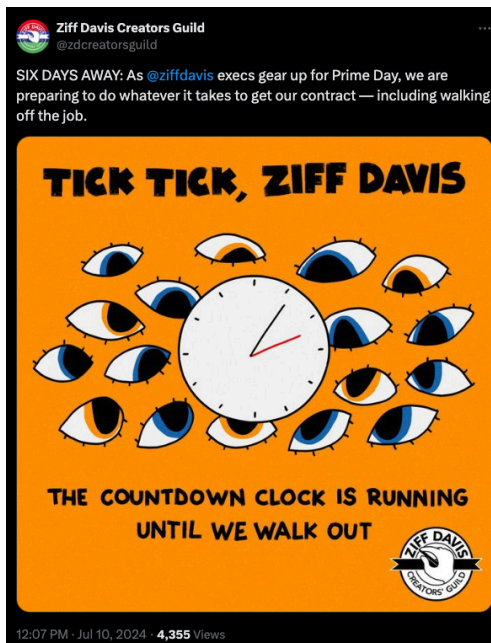
¹ In March of 2025 ZDCG expanded, organizing members at digital publications CNET and ZDNET.

² "[Sports Illustrated Published Articles by Fake, AI-Generated Writers](#)" Futurism (November 27, 2023); "[Mysterious bylines appeared on a USA Today site. Did these writers exist?](#)" Washington Post (October 26, 2023)

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The well-publicized history of poor quality AI-generated news content across the industry presented a source of leverage for the Union. Union-side bargainers knew that a campaign of public shaming would embarrass management and potentially harm the brand image of its publications. The committee focused initially on internal communications with members, highlighting industry bad actors along with the Company's refusal to bargain the issue. As the contract campaign proceeded, the Union took this message public through social media member demonstrations.

In May, a news story about AdVoc Commerce, the Company behind the fake-byline AI stories published at USA Today and Sports Illustrated, reported that Ziff Davis was listed as a client on an older version of the company's website.³ This revelation underscored that informal Company assurances about AI were insufficient. Member outrage was supported by rank-and file organizing and turned into mobilization. Members engaged in lunch-time rallies and digital solidarity actions on their internal Slack channels.



As bargaining proceeded, the final issues at the table included AI along with wages and other economics. Member mobilization escalated as negotiations focused on these remaining issues. In July, 92% of the bargaining unit came together to sign a pledge to strike on Amazon Prime Day, an important day for the Company's revenue. This threat of solidarity proved impactful, and the Company agreed to new AI protections.

The final agreement included prohibitions against layoffs due to GAI and the use of GAI to reduce salaries. A new AI subcommittee was also established to oversee, receive advance notice of, and evaluate planned AI use. The agreement also requires human editorial review and conspicuous disclosure of any AI-generated content, to ensure editorial integrity. You can find the full text of the AI protections secured by ZDCG below.

³ [“Meet AdVon, the AI-Powered Content Monster Infecting the Media Industry”](#) Futurism (May 8, 2024)

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Takeaways from Ziff Davis Bargainers:

1. The Union distinguished AI that replaces or harms workers from AI that supplements members' work. The committee, through surveys of membership, found members experimenting with AI tools in ethical ways to supplement their work. In member communications and at the table, the bargaining committee made clear that the focus of bargaining was to restrict AI tools deployed by the Company that could harm workers or cut jobs, not to ban these member-driven, supplemental uses of the technology.
2. Collectively bargained protections are needed, even when management claims they have no plans to use AI. At the table, Ziff Davis representatives maintained AI was not being adopted and that AI protections were not needed. The revelation that Ziff Davis had been a client of a notorious AI-content generating company made clear that these assurances were not enough. In addition, the assurances of current management would provide no protection if ownership or management sought to change direction and follow the widespread adoption of AI across the digital news industry.
3. Member engagement and education moved the Company toward agreement. Ziff Davis members, as part of the digital media industry, were highly aware of poor quality and unethical uses of AI across their industry. Member education and discussion were key as the negotiations developed, in particular as the bargaining committee refined and clarified its bargaining goals and engaged members in mobilization action to put pressure on the company.

Ziff Davis Creators Guild - CBA Language on New Technology

ARTICLE XXVIII: ARTIFICIAL INTELLIGENCE & NEW TECHNOLOGY

Section 1 - Artificial Intelligence

- a) Generative Artificial intelligence (“Generative AI”) includes generative systems of technology that are capable of creating content, in whole or in part, through the utilization of machine learning techniques, including but not limited to generative adversarial networks, generative pre-trained transformers (e.g., ChatGPT), and variational autoencoders. As defined in this section, Generative AI does not include any existing technologies used to assist in the creation of content; such as a spell-check, autocorrect, grammar checks, etc.
- b) The Company will not (i) lay off bargaining unit employees as a result of the implementation of Generative AI technology; or (ii) use Generative AI to decrease the base salary of any bargaining unit employee.
- c) AI Subcommittee: The Company and the Guild shall establish, pursuant to Article XII, Labor Management Committee, a joint Artificial Intelligence Committee (“AI Committee”). The purpose of the AI Committee shall be to evaluate the use of Generative AI technology and to discuss plans and other opportunities and issues regarding its implementation and ongoing

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management. Should the Company intend to implement the use of Generative AI tools to assist in the creation of editorial work to the extent such tools impact the work of bargaining unit employees, the Company shall provide the AI Committee reasonable advance notice and an opportunity to discuss before the implementation.

d) Editorial Integrity.

- i) Any content that is created by Generative AI shall only be done at the direction of and with the editorial review of human beings with editing responsibilities, and no such content shall be published without such involvement.
- ii) The Company shall not use Generative AI to impersonate a specific actual Employee or team without the consent of the individual(s) involved and clearly identifying such work as AI-Generated Content as set forth in “iii” below.
- iii) If the Company uses AI to create, curate, or modify, in whole or in part, any content appearing in the same publication in which bylines of current or former bargaining unit employees appear (“AI-Generated Content”), the Company must clearly identify it as “AI-Generated Content” using the following guidelines
 - 1) Transparency: AI-Generated Content should be clearly identifiable as such to the reader.
 - 2) Disclosure: Any disclosures should be conspicuously visible, clear and unambiguous as to the use of AI. It is essential to communicate that the content has been generated by AI so that it is not mistaken as having been generated solely by a bargaining unit employee.
 - 3) Multimedia: If the AI-Generated Content is in a video or audio format, disclosure should be included in the video or audio itself and not only in the description or text.