

The Institutional Afterlife of Labour Products: Collective Bargaining and Generative AI in the Writers Guild of America

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Research Article

Keywords: generative AI, labour products, institutional afterlife, downstream valorization, collective bargaining, labour process, residuals

Posted Date: October 14th, 2026

DOI: <https://doi.org/10.21203/rs.3.rs-11349945/v1>

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Additional Declarations: No competing interests reported.

Abstract

Completed labour products can acquire new commercial uses while remaining objects of collective claims. This article develops the institutional afterlife of labour products to examine how those claims extend into downstream activities directed towards valorization. Comparing the Writers Guild of America's 2023 and 2026 agreements, it shows that the same bargaining system can preserve a reporting duty, raise a payment multiplier and establish a new procedural right in one settlement. Streaming exhibition connects remuneration to distinct audits of payment eligibility and reported information; selected AI training licences activate notice and requested discussion, including possible remuneration. These differences reveal how collective claims acquire reach through negotiated connections between covered products, defined transactions and employer obligations. Drawing on Marx's account of socially accumulated knowledge and labour-process scholarship, the article locates a further object of labour struggle in the institutional governance of completed work as it enters subsequent commercial and productive activities. Established residual institutions provide resources for extending claims, while each new use reopens the terms of that extension.

1 Introduction

A writer's work can remain commercially useful long after the writing assignment ends. It can support subsequent exhibition and become material for training generative artificial intelligence (GAI). These uses raise a labour question that extends beyond the organisation of the original task: what claims can workers collectively make when completed products enter another commercial activity? The Writers Guild of America (WGA) offers a revealing setting. Its residual system has long attached compensation to specified subsequent uses of creative work. In 2026, the Guild also secured notification and requested discussion of certain paid licences of MBA-covered literary material for commercial GAI training (WGA, 2023a; 2026a). The coexistence of these arrangements places the continuing relationship between labour and its products at the centre of analysis. The empirical puzzle is the uneven reach of collective claims within the same bargaining system. The 2026 settlement strengthened the streaming performance bonus for qualifying future releases and renewed its information regime, while adding a transaction-specific procedure for selected training licences. Streaming and training each concern later uses of labour products, yet they activate different employer obligations. A history of winning payment for reuse supplies an institutional resource; the terms governing a new use still have to be negotiated. Explaining this contrast requires attention to how collective bargaining connects the products of earlier labour to the activities through which firms seek further economic returns. This article calls that domain the institutional afterlife of labour products: the rules and collective claims through which completed products remain objects of labour governance as they enter subsequent commercial uses. "Afterlife" follows a product beyond its completion into activities that may involve further employment and labour. "Downstream valorization" denotes its deployment in later commercial activities oriented towards capital accumulation. The concept focuses on the institutional organisation of claims over that deployment; realised economic outcomes form a further object of investigation. Labour-process research provides a strong account of management's organisation of knowledge, discretion and technological control.

Studies of algorithmic management and worker-led AI governance extend that account to digital systems and collective mobilisation (Kellogg, Valentine and Christin, 2020; Krzywdzinski, Schneiß and Sperling, 2025; Grohmann, Rocha and Guilherme, 2026). Political-economic work on GAI connects knowledge reuse to expropriation and accumulation, while copyright scholarship examines the problems of training-data licensing (Egan, 2026; Ravishankar and Kienscherf, 2026; Samuelson, 2026). Bringing these concerns together raises a specific question: how does a collective claim formed around labour and its products acquire contractual reach into a subsequent commercial transaction? The WGA's successive settlements make this connection observable at the level of defined duties. The research asks how collective claims over completed labour products are constituted across streaming exhibition and AI training licences in the WGA's 2023–2026 bargaining framework. A within-case documentary comparison follows the regulated use, the parties bearing and holding a duty, its activating event and its prescribed consequence. It also assesses institutional inheritance, transaction structure and publicly documented bargaining conflict as explanations of the observed variation. The comparison places legally distinct uses within a shared bargaining arena, allowing the analysis to identify how the scope of a labour claim changes with the commercial activity to which it is attached. The central argument is that collective claims acquire downstream reach through negotiated connections between covered labour products, recognised transactions and specified employer obligations. The streaming bonus connects an eligible programme and its measured exhibition to a monetary claim, supported by a restricted eligibility audit. A separate, renewed sideletter connects reporting to an audit of data accuracy. The training provision connects a defined licence to notice and requested discussion, including possible remuneration. Each arrangement gives the products of past labour a continuing institutional presence, while defining a different consequence for their commercial use. The article makes three connected contributions. Conceptually, the institutional afterlife of labour products brings the governance of completed products into dialogue with labour-process analysis of current production. Empirically, the WGA comparison shows how a new training use enters collective bargaining alongside established residual rights, with a distinct contractual consequence. Analytically, within-case variation reveals how collective organisation reaches different commercial uses within one bargaining framework. Together these contributions locate a further object of labour struggle in the terms under which past labour products enter subsequent activities directed towards valorization.

2 Labour Products and the Institutional Organisation of Downstream Valorization

2.1 Labour process theory and the continuing life of labour products

Marx's analysis relates the labour process to the capitalist organisation of production and valorization. Knowledge, cooperation and accumulated means of production enlarge productive capacities, while ownership and managerial authority shape their deployment (Marx, 1976). A completed product can then enter another productive or commercial activity. For creative labour, this continuing availability matters

because the conditions under which a work was produced and those governing its later use can involve different parties, transactions and claims. The production of a work therefore initiates a relationship whose institutional consequences may extend beyond the original assignment. This issue resonates with Marx's discussion of general intellect in the *Grundrisse*, where socially accumulated knowledge becomes objectified in productive capacities beyond the immediate activity of individual workers (Marx, 1973, p. 706). That discussion provides a theoretical point of connection between the social origins of knowledge and its incorporation into means of production. Following particular creative works into training-related transactions makes the institutional dimension of this relation visible. The question is how collective claims remain attached to those works when firms seek to deploy them in new productive systems. The institutional afterlife identifies the rules through which the producers of completed work retain a place in the governance of its subsequent use. Labour-process scholarship clarifies the organisation of authority within that initial relationship. Braverman (1974) examined management's appropriation and reorganisation of workers' knowledge. Friedman (1977) distinguished direct control from responsible autonomy, and Burawoy (1979) analysed how consent is organised within production. These approaches make the distribution of discretion and control central to understanding capitalist work. Following a completed product into subsequent use adds a related question: which obligations accompany its deployment when the immediate act of labour has already taken place? This question links workplace authority to the continuing commercial availability of the products created under it. The WGA's residual system provides an established instance of that connection. Collective bargaining has attached compensation to specified uses of creative work beyond initial production. Its history makes clear that post-production claims predate GAI. The significance of training is that it presents another use to be classified and governed: literary material can be licensed as an input into systems producing new outputs. The issue is the extension and reconfiguration of collective claims as the commercial role of the product changes. Current production and subsequent use remain connected. Article 72 of the 2023 agreement protects writers against specified compulsory generative-writing practices while retaining company approval over voluntary GAI use (WGA, 2023a, Article 72.D–E). Those rules govern the conditions of performing work. The training-licence provision addresses what a company must do when covered material enters a specified later transaction. Reading the two together makes the temporal reach of labour governance visible: collective bargaining regulates both the production of material and selected activities in which that material is subsequently deployed.

2.2 The institutional afterlife of labour products

The institutional afterlife of labour products is an analytical concept proposed here for tracing how completed products remain connected to collective claims across subsequent uses. It directs attention to three linked elements: the product identified by an agreement, the later activity involving that product and the obligation attached to that activity. A work can persist commercially while the scope of workers' claims varies across its uses. The concept makes that variation the object of inquiry. It is particularly useful where a workforce has an established bargaining relationship but firms can place the products of its labour into transactions beyond the original employment assignment. The adjective “institutional” identifies the mediation that matters. A continuing economic usefulness does not itself specify a

continuing entitlement. Agreements define covered material, identify the responsible company, delimit triggering uses and prescribe a response. These rules establish the reach of collective representation across commercial relations. Historical institutionalism helps analyse how such connections develop through revisions of existing categories and arrangements (Streeck and Thelen, 2005; Mahoney and Thelen, 2010). For the WGA, definitions of literary material, residual bases and information procedures are resources through which new claims can be formulated. The concept separates three moments of analysis: a product's completion, its subsequent commercial deployment and the collective claim attached to that deployment. A product can support several later uses in parallel, each with different institutional consequences. "Downstream" is relative to the original act of production. Valorization specifies the capitalist orientation of the later activity, while contracts reveal the rules governing participation, information and compensation. This vocabulary connects political-economic interpretation to observable institutional arrangements.

2.3 Algorithmic governance and claims over completed work

Research on algorithmic management shows how systems direct, evaluate and discipline workers, and how organisation and collective power shape their use (Kellogg, Valentine and Christin, 2020; Krzywdzinski, Schneiß and Sperling, 2025; Dupuis, 2025). Research on cultural industries further establishes that workers mobilise around compensation, consent and training protections (Grohmann, Rocha and Guilherme, 2026; Grohmann and Wright, 2026). The present analysis builds on these findings by following the objects of collective claims. Once completed work becomes an input to another commercial activity, the parties and obligations governing its use become as important as authority over the original task. Political-economic accounts of GAI make this extension especially salient. Egan (2026) examines the relation between algorithmic capitalism and knowledge labour; Ravishankar and Kienscherf (2026) connect training and deployment to expropriation and accumulation. The institutional-afterlife approach asks how those broad relations are mediated in a concrete bargaining system. It follows the points at which a firm must recognise a collective claim concerning material produced by workers, and the kinds of response that recognition requires. This creates a tractable bridge between the commercial deployment of accumulated knowledge and the contractual position of its producers. Copyright and collective bargaining organise different aspects of the relationship. Ownership and licensing rules affect who can authorise a use, while labour agreements can attach compensation or procedural duties to the exercise of commercial rights. Samuelson (2026) and the US Copyright Office (2025) identify complexities in training-data licensing that make the definition of the transaction consequential. The WGA comparison therefore examines exhibition and training as different uses within a common bargaining arena. Their legal differentiation is part of the institutional problem: collective organisation must specify how a claim attaches to each use.

2.4 Contractual connections and the reach of collective claims

The analytical proposition is that the downstream reach of a collective claim depends on the contractual connection established between a covered product, a recognised use and an employer obligation. This proposition identifies where institutional mediation occurs. It directs attention to provisions that carry established claims into a later activity, provisions that define new claims and activities left outside a particular trigger. The content of these connections is distributive: a payment requirement, disclosure duty and right to request discussion assign different obligations to firms and different capacities to workers or their representative. Four dimensions make that proposition observable: the use or transaction regulated; the duty-holder and right-holder; the event activating the duty; and the prescribed response, calculation or scrutiny procedure. They describe the resulting institutional arrangement. Explanations of how that arrangement arose must be sought in prior institutions, the legal and commercial structure of the use and bargaining conflict. Maintaining this distinction avoids explaining a payment entitlement merely by pointing to the formula that defines it. Institutional inheritance supplies categories and instruments that negotiators can adapt. An established residual base can support an amended multiplier, and a reporting arrangement can be renewed for a further term. Transaction structure identifies the activity and counterparties around which a claim must be organised. Bargaining power concerns the capacity to secure an obligation within those conditions. These considerations generate different expectations about the textual record and the additional evidence needed to explain rights formation. An inheritance account directs attention to express reuse of existing categories, formulas and procedures. A transaction-structure account directs attention to licensing conditions, covered activities and legal reservations. A bargaining account directs attention to demands, responses and changes between proposals and settlements. The following analysis assesses these expectations through their observable traces. It treats the reach and content of contractual obligations as the phenomenon to be explained, while examining how inherited resources and transaction boundaries organise the available routes for collective claims.

2.5 Information and economic entitlement

Information rights are central to the institutional afterlife because firms often hold records of a product's later use. Their significance depends on the claim to which information is connected. An eligibility audit answers whether an established payment is due; an accuracy audit tests the reliability of reported information; a licence notice identifies a transaction for collective discussion. Turner's (2025) analysis of epistemic agency helps connect access to knowledge with participation. The WGA case specifies the contractual routes through which that access becomes actionable. The framework treats information, remuneration and decision authority as distinct attributes of governance. They can coexist and be combined in later bargaining, with a specific institutional basis for each. Notice brings a qualifying commercial transaction within an established relationship of collective representation. The development of payment or consent rights then turns on how bargaining and implementation build upon that connection.

3 Research Design and Methods

3.1 Case logic and unit of analysis

This study uses theory-guided qualitative documentary analysis (Bowen, 2009), combining temporal and institutional comparisons within one collective bargaining system. The temporal contrast follows the WGA's September 2023 and April 2026 settlements. The institutional contrast compares rules for current GAI-mediated writing, selected AI training licences and HBSVOD residual compensation. The case is purposively selected for the coexistence of a long-standing reuse-compensation regime and new training-related provisions. A shared union, industry and bargaining framework provide a common institutional setting in which different commercial uses can be examined. Exhibition and training retain their legal and commercial differences; the comparison examines variation in contractual claims, rather than treating one use as a controlled counterfactual for the other.

The unit of analysis is the specific duty or correlative right located in a contractual provision, not an individual writer, a company or an observed act of model training. A single article may yield more than one coding unit. The temporal comparison does not treat the two memoranda as self-contained agreements: the 2023 memorandum modifies earlier terms, and the 2026 memorandum amends the operative MBA. Provisions are read in that inherited context.

3.2 Source identification and boundaries

The primary contractual corpus comprises the 2023 Memorandum of Agreement (item 25, adding Article 72, and items 22–23) and the 2026 Memorandum of Agreement (items 13, 15–17 and 30). The WGA's public 2023 comparison of proposals, reported employer responses and achieved terms, its 2023 and 2026 Contract Changes FAQs, and its historical account supply contextual evidence. The union comparison establishes how the Guild publicly represented bargaining positions, not a jointly authenticated transcript. Contract text establishes the two streaming audits and the renewal of the Data Transparency sideletter; the FAQ clarifies the reporting start date. Legal materials and academic literature inform interpretation without substituting for contractual wording. The source cut-off is 11 October 2026. Documents were included if they established a WGA rule or publicly reported a claim directly concerning GAI, residual payments, information duties or the transition between settlements. General commentary without distinct contractual evidence was excluded from the primary coding corpus. Detailed private offers for all 2026 AI provisions, confidential licensing contracts and records of actual meetings are unavailable in the material examined. No interviews or implementation dataset were created.

3.3 Coding and audit trail

The clause register organises each relevant duty by source and locator, regulated activity, duty-holder, right-holder, obligation, trigger, payment or information provision, and scrutiny or dispute procedure. The supplementary register records the textual basis for each interpretation and separates contractual findings from explanatory inferences. No intercoder reliability statistic is claimed. The coding retained observations that challenge a simple account of institutional progression. Article 72 created direct

protections for newly specified GAI conduct, showing that novel technology can enter an agreement through substantive employment rights. Streaming maintained quarterly reporting and an accuracy audit alongside its separate bonus-eligibility audit. The 2026 training provision defined a transaction-linked procedural duty. Together these observations permit comparison of the distinct routes through which current work and subsequent uses enter collective governance. Activities outside a clause's trigger were recorded as outside that provision, with other contractual and statutory rights considered separately.

3.4 Inference rules and competing explanations

Contract language supports findings about formal entitlements; public bargaining statements support findings about stated demands and attributed responses; institutional history identifies resources potentially available for rights formation. The analysis distinguishes those findings from explanations of negotiators' priorities and from claims about implementation. It evaluates institutional inheritance, transaction structure and distributive bargaining conflict through their documented traces. Contractual classification is analysed as the organisation of a claim, while the choice among alternative classifications and obligations remains a question about bargaining. For each candidate explanation, the analysis compares an expectation with documented observations and identifies the evidence needed for stronger inference. This separates the presence of a contractual connection from the causes of its adoption. The documentary design supports analysis of the institutional conditions governing downstream commercial use. It provides no measure of training-related income, writers' losses or surplus value, and does not establish actual delivery of notices, audits or payments. These distinctions govern the interpretation of the findings throughout.

4 Findings

4.1 The 2023 agreement and authority over current production

The WGA's published 2023 offers table records demands concerning the status of GAI-generated writing, the use of AI as source material and the training of AI on MBA-covered writing. It reports the producers' initial refusal of the package and an offer of periodic discussion (WGA, 2023b). This union-authored account locates training within the publicly stated bargaining dispute alongside protections for current writing. Article 72 of the settlement establishes contractual safeguards for human writing. Under Article 72.B, AI has no status as a writer or professional writer within the MBA, and its outputs fall outside the MBA definition of literary material. Article 72.C requires disclosure when a company supplies previously unexploited GAI-generated writing and directs its incorporation. The supplied material is excluded from the classifications that would reduce the specified minimum compensation or undermine credit and separated-rights protections. The provisions connect a new technological practice to established categories governing writers' status and remuneration (WGA, 2023a, Article 72.B–C). Articles 72.D–E distribute authority over tool use. Voluntary use of GAI requires company consent and compliance with company policy. The company is prohibited from compelling a writer, as a condition of employment, to

use GAI that generates writing qualifying as literary material. The restriction has a defined scope, with specified non-generative tools, including detection software, treated separately. Writers thus obtain protection against a particular instruction within a continuing structure of managerial approval (WGA, 2023a, Article 72.D–E). Article 72.F reserves otherwise unaddressed rights concerning GAI, including claims involving exploitation of material for development or training. Article 72.G requires meetings at the Guild's request at least semi-annually, under confidentiality conditions, about company uses and intended uses of GAI in development and production, and preserves specified National Labor Relations Act rights. These provisions give training and deployment an ongoing place in collective representation, alongside the direct rules governing current writing (WGA, 2023a, Article 72.F–G).

4.2 The 2026 addition and recognition of a downstream transaction

The 2026 memorandum keeps the principal protections of Article 72 and divides paragraph G into the existing periodic discussion rule and a new G.2. The latter has a conjunctive trigger: the company must grant a paid licence to a non-affiliated third party involving MBA-covered literary material for training a public-facing commercially available GAI system to create new outputs. When the stated conditions obtain, the company must notify the Guild in writing and, on request, meet to discuss the transaction, including possible remuneration under appropriate confidentiality conditions (WGA, 2026a, item 15, pp. 30–31). The provision brings this defined training transaction within a mandatory relationship of disclosure and collective discussion. Its immediate institutional achievement is to make the licence a recognisable object of a Guild claim: the company owes notice, and the Guild can request a meeting that includes possible remuneration. An automatic writer payment, an allocation formula and a general consent requirement would require additional legal or contractual grounds. G.2 preserves the parties' National Labor Relations Act rights and operates alongside the existing reservation of rights. The temporal change concerns the object to which the duty attaches. The 2023 settlement combined reserved training-related rights with periodic discussion of company GAI use. The 2026 addition ties a further obligation to a specified commercial licence. The institutional afterlife of covered material becomes more transaction-specific: its movement into a defined training arrangement activates a collective procedure (WGA, 2026a, item 15).

4.3 Residuals and the continuity of information governance

The comparison turns on an institution with a longer history. The WGA traces contractual residual protections for certain television reuse to 1953 and subsequent expansion through repeated negotiations (WGA, n.d., entry for 1953). The relevant 2023 streaming bonus used an existing domestic and foreign residual base and added a performance threshold: domestic views, calculated from hours streamed during the specified 90-day period divided by programme runtime, must equal at least 20 per cent of the service's domestic subscribers. Eligible productions first released from January 2024 receive a bonus equivalent to 50 per cent of the applicable fixed residual. The 2026 settlement raises the multiplier to 75 per cent for qualifying programmes released from January 2027, a future contractual rule rather than an observed payment outcome at the time of writing (WGA, 2023a, item 22; 2026a, item 13;

2026b). The 2023 agreement itself includes a worked hypothetical in which 70 million domestic streaming hours over a 5.8-hour season and 50 million domestic subscribers produce a performance metric of about 24.1 per cent, above the threshold. This is an illustration supplied by the bargaining parties, not a dataset assembled for this article. Its significance is institutional: the contract identifies the eligible programme, unit of measurement, threshold and payment consequence before a particular dispute arises (WGA, 2023a, item 22, pp. 58–59). Item 22(f) provides a third-party audit to resolve disputed bonus eligibility. Its result is a yes/no determination; the Guild does not thereby obtain subscriber counts, viewing hours, runtime or the complete performance metric. The Guild and service split costs equally. The MBA preserves grievance and arbitration if a confirmed bonus remains unpaid after 60 days. Item 23 separately requires quarterly programme-level hours and runtime under confidentiality, with reporting due within 90 days of quarter-end. The FAQ dates the first reporting quarter to 1 January 2024 (WGA, 2023a, pp. 59–61; 2023c). The Data Transparency sideletter permits a Guild-requested audit by a jointly chosen third party to verify reported information, with costs borne entirely by the Guild. Its object is reporting accuracy, separate from the yes/no bonus-eligibility question. Table 1 compares the procedures. The sideletter's expiry at the end of the 2023 MBA is a sunset provision; item 30 of the 2026 memorandum renews all sunset clauses for the new term, thereby carrying this arrangement forward (WGA, 2023a, p. 61; 2026a, p. 39). Read with items 13 and 15, this establishes continuity of streaming information governance, amendment of a monetary entitlement and addition of a training-licence procedure.

Table 1
Two streaming audit procedures

Attribute	Bonus eligibility audit	Data accuracy audit
Source	2023 item 22(f), p. 59	2023 item 23, pp. 60–61
Question	Does the programme qualify for a bonus?	Is reported viewing information accurate?
Initiation and reviewer	Written Guild dispute; jointly chosen third party	Guild request; jointly chosen third party
Guild access	Yes/no eligibility; this route does not disclose underlying figures	Specified quarterly information already supplied to designated representatives; no general platform access
Cost	Guild and service share equally	Guild pays all costs and fees
Contractual role	Checks an existing monetary claim	Checks a reporting duty; carried forward through 2026 item 30 sunset-clause renewal

4.4 Different obligations across the life of labour products

Table 2 summarises how obligations attach to current production and subsequent uses. GAI-writing provisions regulate the employment assignment and contractual status of material. Streaming provisions connect later exhibition to payment and two distinct objects of scrutiny. The training provision

connects a selected licence to notice and requested discussion. The resulting pattern is one of differentiated reach: collectively bargained obligations accompany labour products into defined activities, with their content specified for each connection.

Table 2
Types of actionable rights within the WGA bargaining regime

Right / provision	Duty when triggered	Information / checking	Scope of the entitlement
2023 Article 72.C–E (GAI writing)	Credit/compensation protections; limits on compulsory generative writing; company consent for use	Disclosure of specified GAI material	Specified refusal and status protections within continuing company approval of tool use
2023–2026 Article 72.G (GAI governance)	Semi-annual discussion on request; qualifying paid third-party license triggers notice and discussion	Guild discussion and transaction-specific notice	Procedural entitlement for defined transactions; remuneration is a subject for requested discussion
2023 item 22 and 2026 item 13 (HBSVOD bonus)	Specified monetary bonus for qualifying titles meeting viewership threshold	Limited eligibility audit; grievance/arbitration after confirmed non-payment	75% multiplier applies to qualifying releases from January 2027
2023 item 23; 2026 item 30 (streaming transparency)	Quarterly program-level information from specified related SVOD services under confidentiality	Quarterly hours and runtime; distinct third-party accuracy audit at Guild expense	Renewed reporting and accuracy scrutiny alongside the separate eligibility audit

5 Institutional Variation and Competing Explanations

5.1 How claims acquire different downstream consequences

The comparison identifies a common institutional operation with different results. Each provision links an activity involving covered work to an obligation owed by a company. In streaming, the relevant programme and threshold activate a payment rule. In training, the relevant licence activates notice and requested discussion. Both connections are operational, but the response owed differs. The explanatory problem is how an established collective relationship develops these distinct downstream consequences. Two observations sharpen that problem. First, the direct protections in Article 72 show that GAI-related novelty can be addressed through substantive employment rules. Second, G.2 defines a training transaction sufficiently precisely to trigger a company duty. The inquiry therefore turns to the

institutional resources, commercial relations and bargaining conflicts involved in specifying the content of that duty.

5.2 Institutional inheritance and available instruments

The streaming bonus draws on negotiated categories of covered work, crediting and fixed residuals. Its payment base predates the 2026 increase. Renewal of the Data Transparency sideletter supplies a second observation: the parties retained an information institution that otherwise would have expired. Institutional inheritance encompasses both remuneration and rights to obtain and scrutinise information. The 2026 settlement developed this inherited arrangement by amending one component and maintaining another, consistent with gradual institutional adaptation (Streeck and Thelen, 2005; WGA, 2026a, items 13 and 30). These explicit connections show how earlier bargaining supplies instruments for governing subsequent uses. A residual multiplier can be amended within an existing remuneration arrangement, and an established reporting duty can be carried into a further agreement. Continuity itself is reproduced through negotiation. In the institutional-afterlife framework, this is a route through which a claim over a product retains force as commercial conditions change: later bargaining draws on the categories and obligations already attached to its use. The 2023 GAI-writing safeguards illustrate another application of inherited categories. Writer status, literary material, assigned material, source material, minimum compensation and separated rights provide the terms through which the agreement protects human writing in newly specified situations. Connecting these employment categories to current production follows a different route from making training-licence consideration a collective payment base. The comparison identifies the institutional resources available and the activities to which they can be connected.

5.3 Transaction structure and the boundaries of a claim

Streaming exhibition and training licences organise commercial use differently. The HBSVOD bonus attaches to covered exhibition and a measured performance threshold. Article 72.G.2 identifies a company, MBA-covered material, a paid licence, a non-affiliated third party and a stated commercial training purpose. Each element helps define the boundary of the duty. The transaction is consequential because it specifies where a collective claim enters a relationship involving material produced under the MBA (WGA, 2026a, item 15). The distinction between ownership and contractual entitlements is relevant here. Work-made-for-hire rules can locate copyright ownership with the employer, while collectively bargained obligations govern specified exercises of commercial rights (17 U.S.C. § 201(b)). Training-data licensing also raises questions about relevant rights, compensation and administration discussed by the US Copyright Office (2025) and Samuelson (2026). These conditions make the design of a downstream claim an institutional task: the agreement must define the activity, the responsible party and the consequence owed to workers or their representative. Transaction structure specifies where the training duty applies. A paid licence connects covered material, a company and a non-affiliated third party within a defined commercial purpose. The settlement uses that connection to bring the transaction within collective representation. Explaining the selection of this obligation requires the bargaining evidence specified in the research design.

5.4 Bargaining conflict and the content of obligations

The Guild's 2023 comparison records a demand to prevent training on MBA-covered material and, in its account, an initial employer rejection. The settlement combined substantive protections for current writing with reserved training-related rights and a discussion procedure (WGA, 2023b; 2023a, Article 72). This contrast places the scope of future use within a documented distributive conflict. The later transaction-specific duty represents a further negotiated connection between covered material and collective representation. The bargaining relationship is structured by firms' control of production assets and commercial rights, alongside workers' collective organisation. Dupuis (2025) shows in a different unionised sector how structural conditions and worker agency jointly shape technological governance. The WGA's residual regime demonstrates a concrete institutional form of that relationship: workers can obtain claims on specified commercial uses while ownership remains elsewhere. The training provision raises the same broad question of how collective power qualifies firms' use of labour products, with a different contractual response. The public record is more detailed about the Guild's stated 2023 demands than about the drafting sequence behind the 2026 addition. It therefore supports an account of publicly documented contestation and the resulting formal obligations, with causal attribution to particular bargaining strategies reserved for further research. The substantive finding is the selective extension of representation: the final agreement obliges the company to engage the Guild when a covered training licence occurs.

5.5 Selective extension of inherited claims

Taken together, the contrasts show how collective claims extend selectively across the institutional afterlife of labour products. Streaming carries forward an existing payment base and information arrangement. Current GAI-writing protections use inherited employment categories. Selected training licences acquire a new connection to notice and discussion. The agreements thus document different routes through which an established collective relationship governs the continuing use of labour products. This configuration supports an account of institutional extension organised around particular uses. The same bargaining system can preserve a reporting duty, raise a payment multiplier and establish a new procedural right in one settlement. Information and economic rights consequently develop through specific negotiated connections. Further remuneration or decision rights would depend on the obligations attached to a recognised use through subsequent bargaining or implementation. The explanatory gain is to locate the points at which an existing collective relationship reaches a new commercial activity. Institutional inheritance helps identify the available instruments, transaction structure defines the relation being governed, and bargaining determines which obligations are secured within it. The documents reveal the first two through explicit contractual connections and record parts of the third through public demands and settlements. This account explains the organisation of the observed rights while preserving the distinction between their institutional form and a causal reconstruction of the negotiations.

6 Discussion

6.1 Labour struggle and the institutional afterlife of its products

The WGA comparison places completed labour products within the continuing scope of labour struggle. A writing assignment produces material whose commercial uses can extend beyond the original production process. Collective bargaining can maintain a relationship between that material and its producers by attaching duties to selected later uses. The institutional afterlife names this continuing, mediated relationship. It makes the reach of a labour claim across transactions a central analytical question. For labour-process theory, this adds a temporal and relational dimension to the study of control. Alongside the conditions of performing work, the analysis follows firms' subsequent deployment of its products and the reach of workers' collective claims. Streaming residuals show the established governance of later exhibition. Training gives literary material a different role as an input into systems intended to create new outputs. The comparison therefore follows a change in the commercial and productive role of completed work, and in the obligations that bargaining attaches to that role. This perspective connects workplace control and downstream valorization through institutional relations. Contractual categories determine whether material is covered; transaction definitions determine when a duty arises; specified consequences determine what a company owes. These connections organise how the commercial availability of past labour products is qualified by collective claims. The conceptual contribution is to follow those connections beyond the original task while retaining attention to ownership, managerial authority and collective organisation.

6.2 Recognition of a use and the development of economic claims

The training provision's significance lies in the institutional recognition of a downstream transaction. Notice obliges a company to bring a qualifying licence into its relationship with the Guild, and requested discussion provides a forum that includes possible remuneration. This gives workers' collective representation a defined point of entry into an activity involving completed material. The institutional connection supplies a procedure through which claims about that activity can be raised. The streaming comparison shows how a different connection produces an economic claim. A covered programme, performance threshold and residual base link exhibition to a calculable payment. The eligibility audit supports that claim, while the data-accuracy audit scrutinises a separate reporting duty. Information becomes actionable through these particular relationships. Extending Turner's (2025) concern with epistemic agency, the case shows that knowing about a use, checking information and claiming remuneration are capacities organised through distinct contractual provisions. This distinction provides a research agenda for the development of downstream rights. Future bargaining might connect a recognised training transaction to a payment base, an allocation rule or a consent requirement. Implementation might also produce negotiated remuneration within the existing discussion procedure. Tracing these developments would show how the content of a collective claim changes after a use

enters formal representation. The present comparison identifies the institutional pathways through which future economic claims may develop.

6.3 Collective claims within continuing property relations

Marx's discussion of general intellect places socially accumulated knowledge within the development of productive capacities (Marx, 1973, p. 706). The institutional-afterlife perspective follows how particular products of creative labour remain connected to collective claims as firms seek to deploy them in further productive and commercial activities. Literary material can remain commercially available under rights controlled by firms; collective agreements qualify that availability through obligations to workers and their representative. This connects the social production of knowledge to the institutional terms of its subsequent deployment (Marx, 1976; Egan, 2026; Ravishankar and Kienscherf, 2026). The case demonstrates a route through which labour constrains owners while ownership remains with those owners. Residual obligations attach payment to specified exploitation; credit protections govern the treatment of writers' contributions; information and discussion duties require firms to engage collective representation. These arrangements show how collective organisation can impose continuing obligations on the commercial use of completed products. Their reach is selective, because an obligation negotiated for one use has to be connected institutionally to another. Ownership, compensation and procedural participation therefore operate together as distinct dimensions of the relationship.

6.4 Comparative implications of the institutional afterlife

The framework directs comparative research towards the connection between completed work and subsequent claims. Relevant questions include how agreements identify covered products, which later uses activate duties, whether those duties follow material across organisational boundaries and how information is linked to compensation or decision authority. Within-case comparison is useful because it can reveal variation across uses governed by a common organisation and bargaining framework. Comparisons across industries can then examine how different property arrangements and forms of collective organisation affect the reach of such claims. The comparative proposition is that inherited categories and procedures offer resources for extending collective claims, while each new use reopens the content of the obligation. Separate licensing arrangements may provide another route to such claims; remuneration negotiated through discussion procedures may show how procedural rights develop in practice. Tracing these routes would explain how labour's claims persist, change or end as its products enter subsequent commercial uses.

7 Limitations and Further Research

The study establishes formal contractual arrangements through public documents. The 2023 bargaining comparison is union-authored, and the complete 2026 sequence of proposals and concessions is unavailable in the corpus. The analysis therefore cannot rank the causal importance of bargaining power, legal uncertainty and institutional inheritance in selecting the final training term. Nor does it establish the

delivery of notices, use of audits, negotiated payments or realised economic returns from training. Exhibition and training differ legally and commercially, so their internal comparison identifies institutional variation rather than a controlled causal effect. Generalisation concerns analytical questions about the reach of collective claims; the WGA is not statistically representative of knowledge workers. Further research should combine dated proposals from both parties, enforcement records, licensing evidence and interviews to trace how contractual recognition affects practice and distribution. Evidence of those processes is also required to move from the institutional conditions of downstream valorization to claims about actual accumulation or surplus value.

8 Conclusion

The institutional afterlife of labour products identifies a continuing object of labour struggle: the terms under which completed work enters subsequent commercial and productive activities. The WGA's 2023–2026 agreements show how collective bargaining gives that continuing life a specific institutional form. Claims attached to covered work acquire different reach as its uses change, connecting the original production relationship to defined obligations in later transactions. Within the same 2026 settlement, streaming information governance continued, a payment multiplier increased for qualifying future releases and selected training licences acquired a new procedural duty. These outcomes show how collective representation develops through connections between covered products, defined uses and employer obligations. The training provision brings a commercial transaction within notice and requested discussion, while streaming links later exhibition to an established monetary claim and distinct forms of scrutiny. The theoretical contribution is to connect control over the labour process with governance of its products in downstream valorization. Generative AI makes this relationship salient by opening new uses for accumulated creative work as a productive input. Collective bargaining then confronts the continuing availability of that work under firms' commercial control. How far labour's claims travel with its products, which uses they encompass and what obligations they impose are central questions for the political economy of AI.

Declarations

Author Contribution

Benjie Wang: Conceptualization, methodology, literature review, theoretical analysis, investigation, writing—original draft preparation, writing—review and editing, and project administration. The author read and approved the final manuscript.

Data Availability Statement

The study uses public agreements, union statements, FAQs, historical materials and scholarly and legal literature. Supplementary Appendix S1 identifies contractual units, source locations, interpretations and

limits, with URLs for public retrieval. No private licence documents, human-subject interviews, confidential negotiations or proprietary outcome data were collected.

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