



**To: Current JPC Authorizers**

**From: Stacy Marcus, Chief Negotiator**

**Date: December 18, 2024**

**Re: 2025 SAG-AFTRA COMMERCIALS CONTRACT & AUDIO COMMERCIALS  
CONTRACT NEGOTIATIONS**

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The current collective bargaining agreements between Screen Actors Guild - American Federation of Television and Radio Artists (“SAG-AFTRA” or the “Union”) and the advertising industry that cover the services of performers in commercials (*i.e.*, the SAG-AFTRA Commercials Contract and Audio Commercials Contract, collectively, the “Contracts”) will expire on March 31, 2025. The industry is represented in these negotiations by The Joint Policy Committee (the “JPC”). This memorandum outlines various options with respect to the expiring Contracts and the upcoming negotiations between the JPC and the Union over successor contracts. As always, the JPC strongly advises entities to seek the guidance of legal counsel when assessing the options outlined below.

**Option 1): Remain a JPC Authorizer Signatory**

If you wish to remain a JPC authorizer signatory to the current Contracts and any successor agreement, you do not need to do anything.

**Option 2): Withdraw Authorization from the JPC/Termination of Signatory Status**

- a) If you are a JPC authorizer and no longer wish to be represented by the JPC in collective bargaining with SAG-AFTRA, you must provide timely notice to the JPC in order for your withdrawal of authorization from the JPC to be effective. Such notice must be submitted to the JPC no later than **January 31, 2025** if you do not wish to be bound by any successor agreement. The current Contracts expire on March 31, 2025.
- b) If you also wish to terminate your status as a signatory to the current Contracts following their expiration on March 31, 2025, you must also provide SAG-AFTRA with sixty (60) days advance written notice of your desire to terminate your status as a signatory to the Contracts. Such notice must be sent to SAG-AFTRA, with a copy to the JPC no later than **January 31, 2025**.

As noted below, you may be obligated to separately bargain with SAG-AFTRA prior to being released from your obligations under the 2022 Contracts. You will remain bound by the terms of the 2022 Contracts until i) you separately bargain with the Union and reach an impasse; ii) the Union abandons the Contracts; or iii) you and the Union mutually agree to terminate the Contracts.

**Please note:** Decisions by the National Labor Relations Board impose greater requirements on employers who wish to terminate their obligations under union contracts. Under the



National Labor Relations Act, if you withdraw your authorization for the JPC to negotiate on your behalf and notify SAG-AFTRA that you intend to terminate your status as a signatory under the Contracts, SAG-AFTRA can then demand that you negotiate directly with the Union. **There is no set timeframe in which SAG-AFTRA must notify you of its demand for direct negotiations.** If SAG-AFTRA makes such a demand, you must bargain until such time as you and the Union either agree to terms and conditions on new collective bargaining agreements or you and the Union bargain to impasse. **During such period of negotiation, you remain bound to the terms and conditions of the 2022 Contracts.** This includes being responsible for contractual and statutory liabilities created as a result of the Contracts; for example, residual payments, pension and health contributions, and compliance with audit requirements. If the Union does not demand that you negotiate, you may be released from further obligations under the Contracts. It is strongly recommended that you consult with your legal counsel before making any decision on terminating the Contracts. Based upon recent events in the industry the JPC believes that the Union will assert a demand to negotiate.

Should you terminate the Contracts or should the Union abandon the Contracts, you may also be liable for withdrawal liability from the Union's respective pension plans (i.e., the SAG-Producers Pension Plan and the AFTRA Retirement Fund).

If you have questions regarding withdrawal from the JPC, termination of the Contracts, and/or withdrawal liability, we strongly advise that you consult with your legal counsel and request an estimate of your potential withdrawal liability from the SAG-Producers Pension Plan and the AFTRA Retirement Fund prior to notifying the Union of your intent to terminate the Contracts.

### **Option 3): Companies Who Wish to Become JPC Authorizer Signatories:**

If you would like to become a JPC authorizer and thereby signatory to the Contracts and receive terms and conditions which tend to benefit JPC authorizers, you may become an authorizer of the JPC by completing the JPC authorization form. We can provide you more information regarding the JPC, the obligations of being a signatory, benefits of being an authorizer, and the forms you will need to complete in order to accomplish this task. As a reminder, becoming an authorizer to the JPC and/or becoming a signatory to any union labor agreement is not a requirement of ANA or 4A's membership.

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If you have questions regarding the information presented above, please feel free to contact Stacy Marcus, the JPC's Chief Negotiator, at (212) 335-4930, [smarcus@jointpolicycommittee.org](mailto:smarcus@jointpolicycommittee.org); or Kim Stevens, JPC's Director of Industry Relations, at (617) 233-7672, [kstevens@jointpolicycommittee.org](mailto:kstevens@jointpolicycommittee.org).