



Labor Relations Bulletin

FROM THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION

March 1, 2024

Unzipping the Secrets of CBA's – Zipper Clauses vs. Past Practice

What is a Zipper Clause?

Think of a Zipper Clause as a tamper-proof lock on your Collective Bargaining Agreement. Once signed, it declares the agreement as the **sole and complete** understanding between the parties, zipping shut any lingering doubts about pre-existing agreements, oral or written. It acts as a shield against ambiguity, ensuring that everyone operates under the same agreed upon terms. No more digging up dusty memos or relying on shaky memories – the CBA reigns supreme.

A Zipper Clause:

- Provides Clarity and Stability: ensuring that the written agreement is the complete understanding between the parties. This helps to avoid disputes over past promises or unwritten customs.
- Promotes Predictability and Solidity: By knowing that the CBA is the final say on all relevant matters, employers can plan for the future with greater confidence.
- Supports Fair Treatment: by ensuring that everyone is operating under the same set of rules, a zipper clause can help to prevent unfair treatment.

Example: This Agreement constitutes the full and complete agreement between the parties and supersedes all prior agreements between the parties or their representatives, oral or written, including practices not specifically preserved by the express provisions of this Agreement.

What is Past Practice?

Hold on, what about unspoken rules that have become routine, like employees taking a 15-minute coffee break at 10am? That's where Past Practice comes in. These informal customs, if proven to be **consistent** and **accepted** by both parties, can morph into binding working conditions over time, even if not explicitly mentioned in the CBA. Past Practice is an understood and accepted way of doing things over an extended period.

To be considered Past Practice, something must be:

- Clear
- Consistently done in the past
- Mutually accepted by both the employer and the union
- Not contrary to clear and unambiguous language in the CBA, and;
- A major term or condition of employment

Zipper Clauses and Past Practice work together to provide stability and clarity within a CBA. While Zipper Clauses establish written agreement as the single source of trust, Past Practice can add additional unwritten but accepted customs. Understanding the nuances of both is crucial for a harmonious and predictable work environment.

Remember, effective communication and a collaborative spirit are key to navigating the sometimes-complex interplay of a Collective Bargaining Agreement.

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