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## **Ballot Measure 119 & NLRA:** **An Essential Guide for Oregon Cannabis Industry** **Employers and Managers**

With the passage of [Ballot Measure 119](#), significant new requirements have been introduced for cannabis industry licensees in Oregon.

As of December 5, 2024, all cannabis retailers, processors, and labs will be required to have a signed Labor Peace Agreement (LPA) with a bona fide labor organization to renew or obtain a new license. Applications submitted before this date will not require an LPA, but any submitted on or after December 5 will be subject to this new rule.

Labor unions are already actively reaching out to employees and businesses in the industry to initiate discussions on LPAs and unionizing. Regardless of LPAs, the [National Labor Relations Act \(NLRA\)](#) already governs what employers and managers can and cannot say and do regarding labor organizing.

It is essential for employers and managerial staff to understand and comply with these laws when interacting with labor representatives or employees on union matters, regardless of whether they have a signed LPA or labor contract.

This guide provides a foundational overview of compliance requirements but is not exhaustive. Employers should seek further guidance from legal experts and resources tailored to their specific situations.

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### **Key Details of Measure 119:**

- **LPA Requirement:** Affected license holders or applicants must submit a signed LPA to the OLCC along with any application for a license or certification or renewal of a license or certification.
- **Effective Date:** Ballot Measure 119 applies to specific OLCC license and certification applications or renewals, including those for retailers, processors, and labs, received on or after December 5, 2024.
- **Educate Yourself and Your Team:** Despite what may ultimately be in a LPA, the NLRA imposes strict guidelines on employer communications with employees engaged in protected activity and during labor organizing efforts.

# Introduction: An Essential Guide to Ballot Measure 119 and the NLRA

**Purpose:** This guide is designed to help cannabis industry employers and managers understand Oregon's Ballot Measure 119 and NLRA. It includes examples of permissible and prohibited actions, anti-retaliation practices, and proactive policies to foster a positive, compliant workplace.

## CIAO Disclaimer:

### **THIS IS NOT LEGAL ADVICE - I AM NOT A LAWYER**

This guide is not a substitute for consulting with legal, HR, or labor relations professionals. It provides an introductory overview of Oregon's Ballot Measure 119 and related labor laws, but employers should seek expert guidance and training tailored to their specific needs.

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### **Outline:**

1. Overview of Oregon's Ballot Measure 119 (BM 119)
  2. What is a Labor Peace Agreement (LPA)?
  3. Don't Violate the NLRA: Employer Rights and Obligations
  4. Under the NLRA - Permissible and Prohibited Employer Actions
  5. Best Practices to Prevent NLRA Violations
  6. Labor Peace Agreement (LPA) Across U.S. Cannabis Industries
  7. Resources for Further Guidance
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## **1. Overview of Oregon's Ballot Measure 119 (BM 119)**

Ballot Measure 119 mandates that specific Oregon cannabis businesses, including retailers, processors, and labs, enter into a labor peace agreement (LPA) with a bona fide labor organization as a condition to obtain or renew a license with the Oregon Liquor and Cannabis Commission (OLCC) for certain license types.

These agreements require businesses to remain neutral when labor organizations communicate with employees regarding collective bargaining rights, organizing, or other protected activities.

### **Timeline and Implementation:**

- **Effective Date:** Ballot Measure 119 applies to specific OLCC license and certification applications or renewals, including those for retailers, processors, and labs, received on or after December 5, 2024.
- **Submit Renewals Before 12/5:** If an OLCC license or certification application or renewal is received before December 5, an LPA is not required. For example, a license renewal due on 12/10/2024 and submitted by 12/1/2024 does not require an LPA. However, a renewal submitted on 12/5/2024 would.

## License Types Affected:

- **ORS 475C.085:** Cannabis processors
- **ORS 475C.097:** Cannabis retailers
- **ORS 475C.125:** Medical cannabis processors
- **ORS 475C.133:** Medical cannabis retailers
- **ORS 475C.289:** Cannabis research licensees
- **ORS 475C.548:** Cannabis laboratories

## License Types Exempt:

- **ORS 475C.065:** Cannabis producers
- **ORS 475C.093:** Cannabis wholesalers

## Key Provisions:

1. **Labor Peace Agreement Requirement:** Affected license holders must submit a signed LPA to the OLCC along with any application for a license or certification or renewal of a license or certification.
2. **Neutrality in Labor Communications:** At its simplest, an LPA is an agreement with a union where the business agrees, at minimum, to remain neutral when the union communicates with its employees.
3. **Bona Fide Labor Organization:** The LPA must be signed by the applicant and a bona fide labor organization actively engaged in representing or attempting to represent the applicant's employees.
4. **Penalties for Non-Compliance:** Non-compliance may result in penalties from OLCC, escalating to license suspension or revocation for ongoing infractions.
5. **Notification Requirement:** If an LPA is terminated after license issuance, the business must notify the OLCC within 10 business days and secure a new LPA within 30 days to avoid penalties.

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## What Ballot Measure 119 Does Not Do

Ballot Measure 119 introduces a requirement for certain Oregon cannabis businesses to have a labor peace agreement (LPA) in place, but it is important to clarify what this measure does not mandate:

- **Does Not Mean Employees Are Unionized:** An LPA is not the same as unionization. Signing an LPA with a union does not automatically mean employees are members of a union. For employees to formally join a union, they must still go through the usual organizing process, including gaining majority support and following National Labor Relations Board (NLRB) procedures.
- **Does Not Mandate Collective Bargaining Agreements:** The requirement is solely for a neutrality agreement (LPA) where the employer agrees not to interfere with union

communications. It does not compel businesses to enter into a collective bargaining agreement or dictate specific employment terms beyond neutrality.

- **Does Not Cover General Employment Terms or Benefits:** BM 119 is focused specifically on labor peace related to union organizing and does not extend to other employment terms, conditions, or workplace policies.

## Next Steps for Licensees

Affected businesses should take the following steps to ensure compliance with Ballot Measure 119. **Please consider consulting with legal counsel before undertaking any of the following steps.**

1. **Identify and Engage with a Bona Fide Labor Organization:** Begin discussions with a bona fide union that is interested in representing your employees. Here is a complete list of Unions in Oregon that have at least one member – [List of Oregon Unions](#).
2. **Sign an LPA That Meets Requirements:** Negotiate and sign an LPA with a union that meets the requirements of BM 119.
3. **Submit Signed LPA with Renewals & Applications:** Renewals and applications submitted before December 5, 2024, do not require an LPA. For renewals submitted after this date, you will need to submit the signed LPA as part of your documentation. The OLCC will provide guidance if necessary.
4. **Prepare for Notification Obligations:** If an LPA is terminated after license issuance, notify the OLCC within 10 business days and secure a new LPA within 30 days to avoid penalties.
5. **Consult Legal Expertise for NLRA Compliance:** Since the NLRA regulates employer-employee communications on union organizing, legal guidance can help prevent inadvertent violations while fulfilling LPA obligations.

## References:

[Ballot Measure 119 Text](#)

[Ballot Measure 119 | Explanatory Statement | Oregon Voters Pamphlet](#)

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## 2. What is a Labor Peace Agreement (LPA)?

A Labor Peace Agreement (LPA) is a contractual arrangement between a business and a union. At the most basic level, LPAs are an agreement about union organizing where in exchange for reducing the risk of strikes or other labor disruptions that could negatively impact business operations, the business agrees to maintain a neutral stance about the organizing.

LPAs are found in industries like construction, healthcare, and hospitality, and state or local authorities sometimes require them as a condition for licensing or contract eligibility. Recently, some states including California, New York, and Illinois, have passed laws requiring cannabis businesses to have LPAs with a union as part of state licensing.

While LPAs vary, they typically contain specific provisions regarding employer neutrality, union access, and other organizing-related activities. Examples of typical LPA conditions and provisions that have been included in state or local requirements are as follows:

- **Employer Neutrality:** In many LPAs, employers are required to remain neutral during union-organizing campaigns, meaning they must refrain from making public statements or statements to employees about their opinion about organizing or the union, or otherwise refrain from engaging in activities that discourage unionization.

**Example of Neutrality Requirement:** "Neutrality: The Employer will adopt a position of strict neutrality with respect to unionization efforts by Employees... The Employer will not support or assist any group or person opposing unionization. The Employer further agrees not to engage firms or individuals to discourage union activities. There shall be no captive audience meetings, one-on-one meetings, polling, or questioning of employees regarding their decisions about union involvement. The Employer will also avoid any unfair labor practices or delaying tactics."

**Source:** [Illinois Cannabis Unions LPA Template](#)

- **Union Access:** LPAs can require that unions have designated access to employees, allowing union representatives to meet with employees on company premises during specified times. The access may include communication channels, such as bulletin boards or digital messaging platforms, or even access to break rooms or common areas.

**Example of Union Access Requirement:** Employers may agree to provide unions with access to certain areas or designated times for communication with employees.

- **Recognition via Authorization Cards:** Some LPAs may include a "card check" provision, whereby an employer agrees to recognize the union as the employees' bargaining representative based solely on a majority of signed authorization cards, bypassing the traditional NLRB-supervised secret ballot election.

**Example of Card Check Requirement:** If a majority of employees sign union authorization cards, the employer will recognize the union as the collective bargaining representative.

- **Third-Party Arbitration for Contract Terms:** Some LPAs include provisions for third-party "interest arbitration" to resolve disputes on contract terms if the employer and union fail to agree. This requirement might compel the employer to accept terms set by an arbitrator rather than through negotiation.

**In Practice: Examples from Cannabis-Specific LPAs:** For further clarity, here are specific examples of LPAs used in cannabis licensing in Illinois:

[Labor Peace Agreement \(LPA\) – IUOE Local 399 \(PDF\)](#)

[Labor Peace Agreement \(LPA\) – Local 881 UFCW \(PDF\)](#)

### 3. Don't Violate the NLRA: Employer Rights and Obligations

Regardless of new obligations created by Ballot Measure 119 or an LPA, employers must also comply with the National Labor Relations Act (NLRA), which governs labor relations across many industries. Most employers are subject to the NLRA, and it imposes specific rights and responsibilities on employers regarding union organizing and employee interactions around unionization efforts.

The NLRA's primary objective is to ensure employees' rights to organize, bargain collectively, and engage in other activities for mutual aid and protection. This section outlines key rights that employers have, as well as their legal responsibilities, but employers are encouraged to seek specific legal and expert guidance to navigate compliance with the NLRA and BM 119 effectively.

#### Some Key Employer Rights Under the NLRA

- **Freedom of Speech:** Section 8(c) of the NLRA protects employers' rights to share opinions, facts, and general statements about unionization, provided that these communications do not contain threats, coercion, or promises of benefits. See Section 4 in this guide for more information on what employers can and cannot say. ([NLRB – Election-related content](#))
- **Right to Share Predictions on Unionization's Impact:** Employers may share predictions about the potential effects of unionization on the company, as long as these statements are carefully phrased, based on objective facts, and focused on probable outcomes that are beyond the employer's control. ([NLRB – Election-related content](#))
- **Right to Request an Election:** Employers are allowed to insist on an NLRB-supervised secret ballot election to determine whether a union genuinely represents employees, instead of accepting authorization cards. NLRB – ([NLRB – Basic Guide to the National Labor Relations Act](#))
- **Right to Set Work Conditions (With Limitations):** Employers can implement their final offer if they reach a negotiation impasse with a union. However, they must refrain from making unilateral changes to wages, hours, or other terms of employment without bargaining when a union is certified, except where allowed by the NLRA. ([NLRA - Section 8\(d\) & 8\(a\)\(5\)](#))
- **Right to Discharge or Discipline Strikers for Misconduct:** Employers may discharge or discipline strikers who engage in misconduct that could reasonably intimidate or coerce others, including actions such as assaults, destruction of property, or threats of serious injury. ([NLRA - Section 8\(a\)\(3\)](#))

#### Some Key Employer Obligations Under the NLRA

Employers must avoid actions that could interfere with employees' rights to organize or support unions. Here are the primary obligations:

- **No Interference or Coercion:** Employers may not interfere with, restrain, or coerce employees in the exercise of their Section 7 rights, which include organizing, forming, joining, or assisting unions. Violations of Section 8(a)(1) cover various activities that could be seen as obstructive, including prohibiting union solicitation during non-working time or threatening adverse consequences for union support. ([NLRA - Section 7 & 8\(a\)\(1\)](#))

- **Non-Discrimination Against Union Activities:** Section 8(a)(3) prohibits employers from discriminating against employees based on their support for a union. Employers must not discriminate in hiring, tenure, or conditions of employment to discourage union membership. Actions like demotions, transfers, disciplinary actions, or penalizing pro-union employees in job assignments or benefits are illegal under the NLRA. ([NLRA -Section 8\(a\)\(3\)](#))
- **Obligation to Bargain in Good Faith:** Under Section 8(a)(5), employers must negotiate in good faith with unions over wages, hours, and other terms of employment. Surface bargaining or going through the motions without a genuine intent to reach an agreement, is considered a violation. ([NLRA - Section 8\(d\) & 8\(a\)\(5\)](#))

## Sources:

NLRB - [Employer/Union Rights and Obligations](#)

NLRB - [What's the Law? Election-related content](#)

NLRB - [Interfering with employee rights \(Section 7 & 8\(a\)\(1\)\)](#)

NLRB - [Discriminating against employees because of their union activities or sympathies \(Section 8\(a\)\(3\)\)](#)

NLRB - [Bargaining in good faith with employees' union representative \(Section 8\(d\) & 8\(a\)\(5\)\)](#)

NLRB - ([NLRB – Basic Guide to the National Labor Relations Act](#))

## Additional Resources:

Little Workplace Policy Institute - [Do's & Don'ts In A Union Organizing Drive](#)

Fisher Phillips - [NLRA - Unfair Labor Practices](#)

US Dept. of Labor (Employer.Gov) - [Union and Protected Concerted Activity](#)

US Small Business Administration - [Labor partnerships and worker organizing](#)

## 4. Under the NLRA - Permissible and Prohibited Employer Actions

Understanding what actions are permissible or prohibited during union organizing is complex and carries significant legal implications. The purpose of this section is simply to provide you with a perspective of the responsibilities, regulations, and dynamics at play in employer-employee interactions surrounding unionization.

***Please note:** I am not an expert, and this guide is not a substitute for expert legal advice. We strongly encourage employers to consult with qualified labor relations professionals or legal advisors specializing in the NLRA to educate their executives and managers, ensure compliance, and reduce legal risks.*

Under the NLRA, an "**employer**" refers to any entity or individual who hires and manages employees, setting workplace policies and standards. Employers must adhere to specific conduct standards, particularly regarding how they communicate with employees about union matters.



An "**employee**," as defined by the NLRA, includes anyone who works for an employer and has the right to organize or join a union. This does not generally include independent contractors, supervisors, or managers, who are usually excluded from NLRA protections.

Understanding permissible and prohibited actions is critical for compliance with NLRA guidelines. The following sections provide general examples of actions that are typically allowed or restricted under the NLRA.

## **Prohibited Actions (What Employers Cannot Do)**

### **1. Threatening or Intimidating Employees**

- For example: "If a union is established, we may need to consider layoffs due to higher costs."
- For example: "Union dues may force us to make budget cuts affecting employee benefits."
- For example: "Supporting a union could result in unfavorable changes to job assignments."

### **2. Inquiring About Union Preferences or Activities**

- For example: "Did you attend the union meeting last night?"
- For example: "Are you planning to vote in favor of the union?"
- For example: "Who among your coworkers supports the union?"

### **3. Offering or Promising Benefits to Discourage Union Support**

- For example: "We will increase wages if you choose not to support the union."
- For example: "We're planning to give a bonus to employees who vote against the union."
- For example: "If the union is rejected, we'll consider improving benefits."

### **4. Creating a Perception of Surveillance**

- For example: "We know who's attending union meetings."
- For example: Stationing a manager outside the union meeting location.
- For example: Commenting on specific employees' support for union activities.

### **5. Applying Policies Unevenly**

- For example: Enforcing tardiness rules only for employees who support the union.
- For example: Allowing anti-union employees to take extended breaks but not union supporters.
- For example: Strictly enforcing minor infractions only for pro-union employees.

## **Permissible Actions (What Employers Can Do)**

### **1. Express Company Preference for a Non-Union Environment**

- For example: "We believe that staying non-union allows us to respond quickly to employee needs."
- For example: "We hope you consider the flexibility we currently enjoy in addressing concerns directly."
- For example: "Our priority is to work directly with you without needing a third party."



## 2. Answer Questions Factually

- For example: “Union dues vary but typically include a monthly fee and additional assessments.”
- For example: “Union members may be required to participate in strikes or pay special assessments.”
- For example: “Union membership often involves responsibilities such as attending meetings.”

## 3. Discuss Potential Outcomes of Unionization

- For example: “A union can negotiate benefits, but outcomes are not guaranteed—they could increase, decrease, or stay the same.”
- For example: “Unionization doesn’t necessarily result in higher pay or more benefits.”
- For example: “Collective bargaining may change working conditions, but it doesn’t promise specific results.”

## 4. Highlight Benefits of Direct Communication

- For example: “We currently address concerns directly with employees without third-party involvement.”
- For example: “Direct communication allows us to respond quickly to workplace concerns.”

## 5. Enforce No-Solicitation Policies Evenly

- For example: “We prohibit solicitation of any kind during work hours for all causes, including union activities.”
- For example: “Our no-solicitation policy applies uniformly to all solicitations, whether union-related or not.”
- For example: “For productivity, we enforce a neutral no-solicitation policy that covers all non-work activities.”

For further guidance on permissible and prohibited actions, consult the following resources:

### Sources:

**Little Workplace Policy Institute** - [Do’s & Don’ts In A Union Organizing Drive](#)

**Fisher Phillips** - [NLRA - Unfair Labor Practices](#)

### Additional Resources:

NLRB - [What’s the Law? Election-related content](#)

NLRB - [Employer/Union Rights and Obligations](#)

NLRB - [Interfering with employee rights \(Section 7 & 8\(a\)\(1\)\)](#)

NLRB - [Discriminating against employees because of their union activities or sympathies \(Section 8\(a\)\(3\)\)](#)

NLRB - [Bargaining in good faith with employees’ union representative \(Section 8\(d\) & 8\(a\)\(5\)\)](#)

## 5. Best Practices to Prevent NLRA Violations

Creating an effective anti-retaliation program is essential for NLRA compliance and fostering a positive workplace culture that respects employees' rights. This section combines foundational perspectives and practical recommendations from sources like the NLRB.

### Key Elements of an Anti-Retaliation Program

#### 1. Employee and Management Training

- Regular training sessions should be conducted to educate both employees and management on their rights and obligations under the NLRA, specifically focusing on anti-retaliation protections.
- For Employees: Training should cover what constitutes retaliation, how to recognize it, and the reporting mechanisms available.
- For Managers: Training should cover handling union activities lawfully, understanding protected concerted activities, and recognizing behaviors that could be perceived as retaliatory. See: **NLRB Guide on Protected Concerted Activity** (<https://www.nlr.gov/rights-we-protect/protected-concerted-activity>)
- **FP\_NLRA Unfair Labor Practices.pdf**.

#### 2. Transparent Reporting and Complaint Systems

- Establish clear and confidential processes for employees to report retaliation or NLRA-related concerns, such as a dedicated hotline or third-party reporting system. Emphasize that complaints will be handled impartially and without fear of retribution.
- Ensure all employees understand these reporting mechanisms, reinforcing the organization's commitment to protecting their rights under the NLRA.

#### 3. Accountability and Oversight

- Hold managers accountable for following anti-retaliation policies and enforce consistent policy application across all employees to avoid perceptions of bias. Refer to examples in **FP\_NLRA Unfair Labor Practices.pdf** for specific scenarios that constitute retaliation.
- Regular audits should review workplace practices to ensure compliance with anti-retaliation and NLRA guidelines, addressing inconsistencies in policy enforcement.

### Best Practices to Prevent NLRA Violations and Retaliation

#### 1. Establish Clear Policies and Communicate Them Widely

- Develop clear, written anti-retaliation and NLRA-compliance policies and distribute them to all employees. These policies should outline prohibited behaviors, ensure protections for concerted activities, and specify channels for voicing concerns.

#### 2. Foster a Culture of Open Communication

- Encourage open dialogue between employees and management. Establish regular check-ins or town halls to allow employees to voice concerns, particularly about workplace conditions, without fear of retaliation.

#### 3. Management Training in Conflict Resolution

- Equip managers with training in de-escalation techniques and ensure they understand the importance of avoiding unfair labor practices, even inadvertently. Training should also highlight lawful and unlawful actions, particularly concerning protected concerted activities.

#### 4. Regular Compliance Reviews and Policy Audits

- Schedule quarterly or annual audits to review compliance with NLRA and anti-retaliation guidelines. Focus on identifying and addressing any inconsistencies in policy enforcement that could be interpreted as biased.

### Sources:

Department of Labor - [Best Practices to Prevent and Address Retaliation](#):

Fisher Phillips - [NLRA - Unfair Labor Practices](#)

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## 6. Labor Peace Agreement (LPA) Across U.S. Cannabis Industries

Several states, including Oregon, have implemented or are exploring Labor Peace Agreement (LPA) requirements in the cannabis industry to encourage unionization and maintain labor stability.

Below is a comparison of mandates in California, New York, New Jersey, Rhode Island, Delaware, Connecticut, and Oregon, as well as a look at Illinois and Pennsylvania's incentive-based approach.

### Comparison of Mandatory LPA States: CA, NY, NJ, RI, DE, CT, and OR

#### Scope and Licensing Requirements

- **California, New York, and New Jersey** mandate LPAs for all cannabis businesses as a condition for both licensing and renewal. This broad mandate covers cultivators, processors, retailers, and additional license types.
- **Rhode Island, Delaware, and Connecticut** also require LPAs, but these mandates apply primarily to core license types such as cultivators, processors, and retailers rather than all cannabis businesses.
- **Oregon** joins these states with Ballot Measure 119, which requires LPAs for licensing and renewals starting December 5, 2024. However, Oregon's mandate is limited to specific license types: retailers, processors, and labs. Oregon excludes producers and wholesalers, making its requirement narrower than those in states like California and New York.

### Comparison to Incentive-Based States: IL and PA

#### Scope of Mandate vs. Incentives

- **Illinois and Pennsylvania** offer incentives rather than mandates for LPAs, providing licensing advantages to businesses that choose to sign LPAs but not requiring them as a condition of licensing.

- In mandatory states such as California and New York, LPAs are compulsory for various license types, enforcing neutrality and union access across the board.

### **Licenses Affected**

- Incentive states (Illinois and Pennsylvania) allow LPAs to be an optional path for most license types, maintaining flexibility for businesses that may wish to engage in union-friendly practices without regulatory mandates.
- Mandatory states apply LPAs as a requirement for key cannabis licenses, with a focus on union access and neutrality, often facing legal scrutiny due to the tension with federal labor laws.

## **Looking Ahead: The Future of LPAs in the Cannabis Industry**

As Oregon joins other states with LPA requirements, the industry faces increasing regulatory challenges. Legal cases like *Ctrl Alt Destroy, Inc. v. California's Department of Cannabis Control*, in California may influence how far states can go in enforcing LPA mandates, impacting future regulations in Oregon and beyond.

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## **7. Resources for Further Guidance**

This section provides a comprehensive list of resources used in crafting this guide. These resources support understanding of Labor Peace Agreements (LPAs), the National Labor Relations Act (NLRA), anti-retaliation practices, and regulatory requirements across the U.S. cannabis industry.

### **BM 119 & Labor Peace Agreements (LPAs):**

- [Ballot Measure 119 Text](#)
- [Ballot Measure 119 | Explanatory Statement | Oregon Voters Pamphlet](#)
- [Illinois Cannabis Unions LPA – Template](#)
- [Labor Peace Agreement \(LPA\) – IUOE Local 399](#)
- [Labor Peace Agreement \(LPA\) – Local 881 UFCW](#)

### **National Labor Relations Act (NLRA):**

- NLRB - [NLRB – Basic Guide to the National Labor Relations Act](#)
- NLRB - [Employer/Union Rights and Obligations](#)
- NLRB - [What's the Law? Election-related content](#)
- NLRB - [Interfering with employee rights \(Section 7 & 8\(a\)\(1\)\)](#)
- NLRB - [Discriminating against employees because of their union activities or sympathies \(Section 8\(a\)\(3\)\)](#)
- NLRB - [Bargaining in good faith with employees' union representative \(Section 8\(d\) & 8\(a\)\(5\)\)](#)

## **Employer Rights, Obligations and Best Practices to Prevent NLRA Violations:**

- **Little Workplace Policy Institute** - [Do's & Don'ts In A Union Organizing Drive](#)
- **Fisher Phillips** - [NLRA - Unfair Labor Practices](#)
- **Department of Labor** - [Best Practices to Prevent and Address Retaliation](#)
- **US Small Business Administration** - [Labor partnerships and worker organizing](#)
- **US Dept. of Labor (Employer.Gov)** - [Union and Protected Concerted Activity](#)
- **NLRB** - [Employer/Union Rights and Obligations](#)

## **Additional Resources for Understanding LPAs and Preemption**

- **Sheppard Mullin** - [Labor & Employment Law Blog on Neutrality and LPAs](#)
- **Ogletree Deakins** - [How Federal Preemption Affects LPAs](#)
- **MJBizDaily** - [Suspect unions' effort to evade state law could hurt marijuana workers](#)
- **MJBizDaily** - [Opinion: Cannabis business owners should negotiate labor peace agreements before signing](#)
- **MJBizDaily** - [Opinion: What is a labor peace agreement, and is it good for the cannabis industry?](#)
- **Cannabis Business Times** - [Overview of state labor regulations in the cannabis industry, including Curaleaf's licensing issues in New Jersey:](#)
- **Bloomberg Law** - [Cannabis Industry Mandates to Stay Union-Neutral Come Up Short](#)