NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

HAWAIIAN AIRLINES, INC. *v.* NORRIS

CERTIORARI TO THE SUPREME COURT OF HAWAII

No. 92–2058. Argued April 28, 1994—Decided June 20, 1994[1]

Respondent Norris was terminated from his job as an aircraft mechanic by petitioner Hawaiian Airlines, Inc. (HAL), after refusing to sign a maintenance record, as required by his collective-bargaining agreement (CBA), for a plane he considered unsafe, and reporting his concerns to the Federal Aviation Administration. In separate state-court suits against HAL and its officers, also petitioners, he alleged, *inter alia,* that he had been wrongfully discharged in violation of the public policy expressed in the Federal Aviation Act and implementing regulations and in violation of Hawaii's Whistleblower Protection Act. The court dismissed these tort claims as pre-empted by the Railway Labor Act's (RLA's) mandatory arbitral mechanism for so-called ``minor'' disputes, which grow ``out of grievances or out of the interpretation and application of agreements concerning [pay rates], rules, or working conditions,'' 45 U. S. C. §153 First (i). The State Supreme Court reversed, concluding that §153 First (i)'s plain language does not support pre-emption of disputes independent of a labor agreement, and interpreting the opinion in *Consolidated Rail Corp.* v. *Railway Labor Executives' Assn.,* 491 U. S. 299, to limit RLA pre-emption to disputes involving contractually defined rights. The court rejected petitioners' argument that the claims were pre-empted because resort to the CBA was necessary to determine whether Norris was discharged for insubordination, pointing to *Lingle* v. *Norge Division of Magic Chef, Inc.,* 486 U. S. 399, in which this Court held that the Labor Management Relations Act, 1947 (LMRA), pre-empts state law only if a state-law claim is dependent on

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[1]Together with *Finazzo et al.* v. *Norris,* also on certiorari to the same court.

the interpretation of a CBA, and that purely factual questions about an employee's conduct and the employer's conduct and motives do not require interpreting such an agreement's terms.

Syllabus

Held: The RLA does not pre-empt Norris' state-law causes of action. Pp. 5–21.

(a) The minor disputes contemplated by the RLA are those that are grounded in a CBA. See, *e.g., Consolidated Rail Corp.,* 491 U. S., at 305. The RLA pre-emption standard for resolving such disputes that has emerged from the relevant cases, see *e.g., Atchison, T. & S. F. R. Co.* v. *Buell,* 480 U. S. 557, is that a state-law cause of action is not pre-empted if it involves rights and obligations that exist independent of the CBA. This standard is virtually identical to the pre-emption standard employed in cases involving §301 of the LMRA. Given the convergence of the two standards, *Lingle* provides an appropriate framework for addressing RLA pre-emption, and its standard—that the existence of a potential CBA-based remedy does not deprive an employee of independent remedies available under state law—is adopted to resolve such claims. *Elgin, J. & E. R. Co.* v. *Burley,* 325 U. S. 711; *Consolidated Rail Corp.,* 491 U. S., at 302, distinguished. Pp. 5–20.

(b) Under *Lingle,* Norris' state-law claims are independent of the CBA. Petitioners' argument that resort to the CBA is necessary to determine whether Norris was discharged for cause is foreclosed by *Lingle*'s teaching that the issue whether an employer's actions make out the element of discharge under state law is a purely factual question. Similarly, Norris' failure to sign the maintenance record is not relevant to the determination of his state-law tort claims. Pp. 20–21.

74 Haw. 648, 847 P. 2d 263 (first case), and 74 Haw. 235, 842 P. 2d 634 (second case), affirmed.

BLACKMUN, J., delivered the opinion for a unanimous Court.