embodied in a collective-bargaining agreement, perhaps as interpreted in an arbitration proceeding.[120]

Here, too, the permissible role of state tort actions has been in great dispute. Generally, a state tort action as an alternative to a § 301 arbitration or enforcement action is preempted if it is substantially dependent upon analysis of the terms of a collective-bargaining agreement.[121] Thus, a state damage action for the bad-faith handling of an insurance claim under a disability plan that was part of a collective-bargaining agreement was preempted because it involved interpretation of that agreement and because state enforcement would frustrate the policies of § 301 favoring uniform federal-law interpretation of collective-bargaining agreements and favoring arbitration as a predicate to adjudication.[122]

Finally, the Court has indicated that, with regard to some situations, Congress has intended to leave the parties to a labor dispute free to engage in "self-help," so that conduct not subject to federal law is nonetheless withdrawn from state control.[123] However, the NLRA is concerned primarily "with establishing an equitable process for determining terms and conditions of employment, and not with particular substantive terms of the bargain that is struck when the parties are negotiating from relatively equal positions," so states are free to impose minimum labor standards.[124]

Obligation of State Courts Under the Supremacy Clause

The Constitution, laws, and treaties of the United States are as much a part of the law of every state as its own local laws and constitution. Their obligation "is imperative upon the state judges, in their official and not merely in their private capacities. From the very nature of their judicial duties, they would be called upon to

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[120] Smith v. Evening News Ass'n, 371 U.S. 195 (1962); Humphrey v. Moore, 375 U.S. 335 (1964); Vaca v. Sipes, 386 U.S. 171 (1967).

[121] *See* the analysis in Lingle v. Norge Div. of Magic Chef, Inc., 486 U.S. 399 (1988) (state tort action for retaliatory discharge for exercising rights under a state workers' compensation law is not preempted by § 301, there being no required interpretation of a collective-bargaining agreement).

[122] Allis-Chalmers Corp. v. Lueck, 471 U.S. 202 (1985). *See also* Int'l Brotherhood of Electric Workers v. Hechler, 481 U.S. 851 (1987) (state-law claim that union breached duty to furnish employee a reasonably safe workplace preempted); United Steelworkers of America v. Rawson, 495 U.S. 362 (1990) (state-law claim that union was negligent in inspecting a mine, the duty to inspect being created by the collective-bargaining agreement preempted).

[123] Brotherhood of R.R. Trainmen v. Jacksonville Terminal Co., 394 U.S. 369 (1969); Machinists & Aerospace Workers v. WERC, 427 U.S. 132 (1976); Golden Gate Transit Corp. v. City of Los Angeles, 475 U.S. 608 (1986). *Cf.* New York Telephone Co. v. New York Labor Dept., 440 U.S. 519 (1979).

[124] Metropolitan Life Ins. Co. v. Massachusetts, 471 U.S. 724 (1985) (upholding a state requirement that health-care plans, including those resulting from collective bargaining, provide minimum benefits for mental-health care).