

Q&A: Firefighters and Police Officers Right to Bargain

Alexis Self

1. How do labor laws protect firefighters and police officers?

Labor laws surrounding the creation of unions support both employers and employees by establishing boundaries in the employment relationship. The National Labor Relations Act (NLRA) protects employees for organizing a union, those in a union and employees acting collectively in non-union settings. Similarly, in KRS Chapter 336, Kentucky law makers codified unfair labor practices that mirror the NLRA, in addition to regulating collective actions by unlawful means. Unlike the NLRA, Kentucky does not have a state board for labor violations. Instead, the Department for Workplace Standards within the Education and Labor Cabinet is responsible for enforcing KRS 336.130. Since the NLRA pre-empts state law in the private sector, Kentucky only hears cases from the public sector or cases where the NLRB declines to take jurisdiction. Kentucky Labor and Employment Law § 7.02 (3)(b) (2026).

2. What Kentucky labor laws focus on firefighters and police officers?

KRS 345.030 specifically protects firefighters “of a city of the first class,” of which Louisville is the only one, wanting to self-organize, form, join or assist any labor organization to bargain collectively. However, this statute makes it clear that firefighters in other cities may be covered if they are employed by a “Public employer” defined as “a city of the first class or a consolidated local government, or any city that petitions the secretary of the Education and Labor Cabinet to be included by this chapter.”

KRS 67C.400-67C.418 outlines the collective bargaining rights of Jefferson County and Louisville Metro Government police officers. Under KRS 67C.402, police officers “shall have, and shall be protected in the exercise of, the right of self-organization, to form, join, or assist any labor organization, to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment free from interference, restraint, or coercion.” KRS 67A.6901 – 67A.6911 provides similar benefits to Lexington-Fayette Urban County Government police officers, firefighters and corrections personnel.

3. How do firefighters and police officers collectively bargain?

The union representative is responsible for “representing the interest of all employees without discrimination.” The duty to bargain in good faith is stated as:

[T]o bargain collectively is to carry out in good faith the mutual obligation of the parties, or their representatives; to meet together at reasonable times, including meetings in advance of the budget-making process; to negotiate in good faith with respect to wages, hours and other conditions of employment; to negotiate an agreement; to negotiate any question arising under any agreement; and to execute a written contract incorporating any agreement reached, if requested by either party. The obligation shall not be interpreted to compel either party to agree to a proposal, or require either party to make a concession. Kentucky Labor and Employment Law § 7.03(1)(d) (2026).

If an agreement is reached, it is reduced to writing. However, if bargaining leads to an impasse, there are procedures to follow within the statutes that guide both the employer and representative through the process, which may include a hearing with a panel.

4. How does government action impact an employee’s right to bargain?

An unpublished opinion by the Kentucky Supreme Court (*Lexington-Fayette Urb. Cty. Gov’t v. FOP*) demonstrates how labor laws can be intertwined with a county government enacting a new local ordinance. 723 S.W.3d 742 (Ky. 2025). Specifically, the Court held that state law, SB 4, conflicted with a local ordinance passed by the Lexington-Fayette Urban County Government (LFUCG), Ordinance No. 056-2021. The statute permitted no-knock warrants under limited circumstances whereas the local ordinance precluded seeking a no-knock warrant in its entirety. LFUCG argued that following the ordinance ensures that officers are always in compliance with the statute. The Fraternal Order of Police brought before the Court several questions relating to their right to collectively bargain prior to adopting the ordinance. Ultimately, the Court found that the statute preempts the ordinance, finding that the ordinance was void and did not address the collective bargaining agreement (CBA).

In the dissent, Justice Keller found that the Court oversimplified preemption finding that the statute did not preempt the ordinance and instead would have decided the case on different grounds—specifically that the passing of the ordinance constituted a decision relating to “wages, hours, or other conditions of employment” under KRS 67A.6902(1), which is the statute that provides an employees’ right to organize for the purpose of collective bargaining. Justice Keller believed that the case should have been remanded to trial court for a balance inquiry between LFUCG and Fraternal Order of Police to weigh the interest of each party as it relates to the ordinance. Additionally, Justice Keller would have held that LFUCG declining to participate in the CBA grievance procedures would have been a violation. LFUCG argued that the ordinance did not relate to “other terms and conditions” and that it was a matter of public policy and therefore had no obligation to submit to the grievance procedure outlined in the CBA.

Justice Keller reasoned that the decision to enact a no-knock warrant, although a public policy interest is sufficiently clear, would have an impact on the physical working environment, safety practices and impact overall day to day activities. The relationship of no-knock warrants and labor law is subjected to a balancing test “whether the impact of the issue on the interest of the employee [sic] in wages, hours, and terms and conditions of employment outweighs its probable effect on the basic policy of the system as a whole.” *Id* at 759. Ultimately, the dissent determines that the case should have been remanded for further inquiry on the balancing test to have a clear record as to whether the policy enacted related to public policy outweighs an officer’s safety and duties as it relates to a condition of employment within the CBA.

Although the case was decided on the grounds that the laws were conflicting, the dissent demonstrates how a CBA agreement could be reviewed by the court when a local government enacts an ordinance to address public policy concerns, such as ensuring the safety of citizens from unnecessary police intrusion. Governments are typically provided with autonomy to decide policies that are for the general welfare. However, when these policies impact the duties of employees subjected to a CBA, the employees may have a right to bargain over ordinances which impact their duties before they can be properly adopted based on a balance inquiry.

Alexis Self is a recent 2026 graduate from the University of Louisville Brandeis School of Law, after previously earning an MBA from Grand Canyon University and a BBA in Fashion Merchandising from LIM College. Throughout law school, she demonstrated a commitment to advocacy and community engagement through her leadership as President of Parents Attending Law School, service on the Student Bar Association and work as a Central High School Fellow teaching students about Street Law and constitutional law. Her professional experience includes contributing to the Kentucky Employment Law Treatise for Lexis, researching state leave laws for Mother’s Esquire, serving as a pupil with the Brandeis Inn of Court and working as a law clerk with Indiana Legal Services. Upon successful passage of the Kentucky Bar Exam, Alexis plans to practice employment law to advocate for those who have experienced workplace discrimination and other forms of unfair treatment. ■



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