

# CONNECTICUT

## EMPLOYMENT LAW LETTER

*Part of your Connecticut Employment Law Service*

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### **Firefighter who allegedly dealt drugs done in by lying**

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*In a real-life example of the old adage that you might get in trouble for doing something bad but you'll likely get in more trouble for lying about it, an arbitrator recently upheld the termination of a firefighter who allegedly dealt drugs but who was fired for lying during the city's investigation.*

#### ***Overdose leads to investigation***

A New Britain, Connecticut, firefighter died of an apparent accidental drug overdose at his home. Police didn't have enough evidence to charge anyone with selling the firefighter the drugs, but the city of New Britain launched an investigation to determine whether other firefighters may have sold the deceased firefighter the drugs that killed him.

The investigation concluded a number of firefighters had used drugs and resulted in suspensions, demotions, and one termination.

## ***Fired firefighter challenges his termination***

The terminated firefighter denied selling drugs to the deceased firefighter. The city concluded he lied in certain statements made during its investigation and fired him because of his apparent untruthfulness, not because he allegedly sold drugs to the deceased firefighter.

The terminated firefighter challenged his termination in arbitration. An arbitrator upheld the termination. The arbitrator explained that, although the terminated firefighter had never been found to be under the influence of drugs on the job, had never been tested due to a suspicion of being under the influence, and was never arrested for possessing unlawful drugs, he hadn't been terminated for any of those things. He had been fired for his "untruthfulness and conduct unbecoming a city employee and firefighter."

The arbitrator relied on text messages between the terminated firefighter and the deceased firefighter that apparently related to drug use. The arbitrator rejected the terminated firefighter's claim that those texts concerned marijuana, instead of other drugs.

### ***Takeaways***

This case contains several important lessons for employers.

First, subject to restrictions imposed by any governing documents (such as employee handbooks or collective bargaining agreements that may require progressive discipline or limit the range of penalties that may be imposed for certain infractions), you can generally terminate an employee for lying to you—so long as you can prove it. This is the case even if you can't prove the employee committed an underlying offense (such as using drugs or stealing).

Second, this case is yet another reminder that terminating employees, even under circumstances that may seem foolproof, carries inherent risks. One of—if not the single largest—such risk is that the disgruntled terminated employee may sue (or initiate arbitration, as the terminated firefighter did in this case), challenging their dismissal. Even if you ultimately prevail, you will still have to spend time and money defending the lawsuit.

Third, this case is a reminder that documentation is key. The city prevailed in large part because it apparently had overwhelming and seemingly irrefutable evidence (including text messages) that the terminated

firefighter had in fact lied. Without that, the city's chances of prevailing likely would have been reduced significantly, or it may even have lost or had to settle.

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