

VILLAGE OF WOODSTOCK

In re: Chief Joseph Swanson

Woodstock Village Board of
Trustees

FINDINGS OF FACT, CONCLUSIONS & ORDER

INTRODUCTION

This matter came on for hearing before the Village of Woodstock Board of Trustees on March 19, 2025. The hearing followed Municipal Manager Eric Duffy's (Manager Duffy) letters to then-Chief Joseph Swanson (Mr. Swanson) dated January 20, 2025, February 20, 2025, and February 23, 2025, all indicating that he was considering imposing discipline on Mr. Swanson, up to and including potential termination from his position as Chief of Police. Ultimately, in the February 23rd letter, Manager Duffy made it clear he was no longer considering termination, and that his intention was to demote Mr. Swanson to a different, unnamed position with the Woodstock Police Department.

On February 25, 2025, the Woodstock Village Board of Trustees voted to appoint Attorney Brian P. Monaghan to serve as Hearing Officer and to make necessary pre-decisions on behalf of the Board, to serve as hearing officer in the conduct of the hearing, and to assist the Board in drafting its decision.

Prior to the March 19th hearing, Manager Duffy made it clear through Attorney John Klesch that he was seeking the Chief's demotion to the position of Patrol Officer. In response, Mr. Swanson requested, through his Attorney Linda Fraas, a full evidentiary hearing on the Manager's charges. In the weeks prior to the hearing, the parties filed various requests with the Hearing Officer for adjudication of several pre-hearing evidentiary issues, as well as to determine the scope of the issues in dispute. The

parties filed the following pre-hearing requests and the Hearing Officer issued the associated rulings:

1. Mr. Swanson filed his Pre-Hearing Request for Evidentiary Rulings on February 25, 2025 in which he made two requests: A) that Manager Duffy be required to turn over underlying evidence related to complaints of misconduct against him; and B) he requested that Trustees McIlroy and Kahn recuse themselves or be required to recuse themselves for what he alleged to be conflicts of interest relevant to their decisionmaking in the proceeding.
2. On March 4, 2025, Manager Duffy submitted his response to the request, essentially opposing the Chief's requests.
3. On March 12, 2025, Hearing Officer Monaghan issued a Decision and Order on Pre-hearing Issues, denying Mr. Swanson's request that the Village provide a stenographer at its expense, ordering that the Manager disclose evidence directly relevant to his charges against Mr. Swanson, denying Chief Swanson's request that Trustees McIlroy and Kahn recuse themselves from the proceedings, and allowing counsel for Mr. Swanson to communicate with Woodstock Village employees who were not working directly with the Manager in the proceeding.
4. On March 14, 2025, Mr. Swanson submitted another request seeking adjudication of various issues prior to the hearing. In particular, he requested rulings seeking the exclusion of testimony from Administrative Assistant Michelle Sutherland from her interview with Investigator William Burgess on the issue of parking tickets, the exclusion of testimony

from Corporal Kirsten Murphy ostensibly pertaining to a road rage incident involving Trustee Kahn, on the theory that the incident remained as the underlying basis for one of Manager Duffy's charges against Mr. Swanson.

5. Hearing Officer Monaghan issued a ruling on March 16, 2025, denying Mr. Swanson's second request for unredacted transcripts from the Burgess interviews. The basis for the ruling was that the Manager had provided portions of the transcript, in compliance with the March 12th Order, but had redacted portions of the transcript, presumably on the basis that those portions were unrelated to the Manager's charges against Mr. Swanson.
6. On March 17, 2025, Hearing Officer Monaghan conducted another pre-hearing conference at which the parties discussed the issues, but he issued no ruling on these requests until the March 19th hearing, at which he ruled verbally that: A) evidence pertaining to allegations regarding time records and overtime or other compensation matters would be allowed, given that Mr. Swanson's attendance was an issue raised in the January 20, 2025 Loudermill letter; B) evidence pertaining to incidents occurring prior to Mr. Swanson's appointment as Chief would be allowed to the extent that it would be used to develop the evidence, but not as a basis for discipline; C) evidence pertaining to actions or inactions of Mr. Swanson's husband would be allowed but only inasmuch as it could be used to demonstrate what Mr. Swanson knew or how he reacted to being told about the issues; D) hearsay evidence would be allowed in witness testimony, in that Loudermill-type proceedings are relaxed relative to judicial trials and

hearsay evidence is customarily allowed in labor and employment proceedings; and E) Trustees McIlroy and Kahn would remain as members of the Board to hear the evidence for the reasons stated in the March 15, 2025 Pre-hearing Decision.

FINDINGS OF FACT

The Board ultimately conducted an evidentiary hearing on March 19, 2025 at the Windsor County Sheriff's Department at which the parties presented testimony and offered evidence. Both parties presented testimony on direct from witnesses of their choosing, cross examined the other party's witnesses, and presented documentary evidence in support of their positions. Attorney Klesch appeared on behalf of the Municipal Manager. Attorney Fraas appeared for Mr. Swanson. Based on the evidence at the hearing, the Board of Trustees finds the following:

1. Mr. Swanson grew up in the Town of Woodstock and attended Woodstock Union High School.
2. He then obtained his bachelor's degree in political science, as well as a master's degree in business administration with a focus on leadership.
3. During, and following his education, he began his work for the Woodstock Police Department in June of 2000 as a part-time special police officer in training. He then served as a part-time special police officer through 2007. He became a full-time Police Officer, serving in that role through 2013.
4. During his time as a police officer, Mr. Swanson served in the U.S. Army/Vermont National Guard from 2006 through 2012, and was promoted to the rank of Sergeant in the U.S. Army/Vermont National Guard while deployed to Afghanistan in 2010.

5. In his work at the Police Department, Mr. Swanson next achieved the rank of Corporal in 2013, and served as Sergeant from 2014 through 2023.

6. Ultimately, Chief Swanson applied for the Chief position when former Chief Robert Blish announced his retirement; Chief Blish issued a letter to the Board of Trustees recommending that the Village hire Mr. Swanson.

7. After a search, the Village hired Mr. Swanson in June of 2023, and he executed an Employment Agreement (the Employment Agreement) with the Village dated July 14, 2023.

8. Throughout his work for the Police Department, he has received numerous awards, including multiple lifesaving awards, the Medal of Honor, the Medal of Valor, Law Enforcement Officer of the Year, Response to Hurricane Irene, and a DUI enforcement award. In addition to these awards, Mr. Swanson attended multiple leadership courses and trainings throughout his work for the Police Department.

9. When Mr. Swanson began as Chief, Department morale was high.

10. Mr. Swanson's Employment Agreement indicates that the Chief's employment for the first year would be on a probationary basis, and, following that first year, the employer would only be able to terminate the Chief "for cause."

11. Section 13.2 of the Employment Agreement defines the parameters for imposing discipline, stating, "[f]or cause includes, but is not limited to: any of the reasons set forth in the Employer Personnel Policies; any violation of state or federal law; and any policy disagreement with Woodstock that cannot be reconciled."

12. The Employment Agreement goes on to further incorporate the Personnel Policy, stating, "[i]n the event the Employee is terminated for cause, as per the personnel policy, or due to his death or disability, or Employee resigns voluntarily..."

13. The reference to the Personnel Policy was a reference to the “Town and Village of Woodstock Personnel Policies” dated July 1, 2020, which was in effect at the time Mr. Swanson and Manager Duffy signed the Employment Agreement.

14. Article V of the 2020 Personnel Policy, entitled, “Employee Discipline,” stated, “Step 4: Termination: Most often, employee conduct that warrants termination results from unacceptable behavior, poor performance, or violation of the Town and Village’s policies, practices, or procedures. However, termination may result from conduct that falls outside of those identified areas.”

15. Article V also addressed progressive discipline, stating in pertinent part: “[t]he Town and Village’s progressive discipline process applies to any and all employee conduct or performance that the Town, in its sole discretion, determines must be addressed by discipline. ... In cases of severe or egregious conduct or performance issue, the Town and Village reserves the right in its sole discretion to bypass progressive discipline and to take whatever action it deems necessary to address the issue at hand, up to and including termination. This means that more or less severe discipline, up to and including termination, may be imposed in a given situation at the Town and Village’s sole discretion.

16. Section 1 of the Employment Agreement, entitled, “DUTIES,” contained a variety of operational requirements for Mr. Swanson to follow in his role as Chief. Some of these include:

As Police Chief, the Employee shall be the Chief Administrative Officer of the Police Department. The Employee shall be responsible to the Village Manager for the administration of the Police Department. The Employee shall be charged with the effective and impartial enforcement of all village ordinances and state laws for the protection of all citizens who live in or visit the village and town. The Employee shall be responsible for planning, organizing, directing, staffing, and coordinating police operations. The Employee shall be

responsible for reporting the operational performance of the Police Department to the Municipal Manager. The Employee shall assist Municipal Manager in the preparation of a budget for activities relating to the Police Department.

The Employee shall perform other legally permissible and proper duties and functions, customary to a Chief of Police, as the Police Chief shall, from time to time, assign consistent with Title 24 V.S.A. § 1931. The Employee shall formulate departmental rules and regulations in consultation with the Municipal Manager, to whom the Employee reports and to whom the Employee is responsible for the proper operation of the Police Department. Additional [sic] the employee shall perform the employment duties and responsibilities contained in the position description attached as Exhibit A to the agreement.

17. The Job Description, incorporated into the Employment Agreement by reference, sets forth numerous operational requirements. Some of those relevant to the allegations in this proceeding include:

- Plans, manages, assigns, directs, and inspects all aspects of the operations of the Police Department; consults with the Municipal Manager in developing policies for the protection of life and property, and the prevention and suppression of crime.
- Presents annual department budget including recommendations for equipment, personnel, and special services, and furnishes documentation to support requests to Municipal Manager. Prepares and manages Department budget and finances within established parameters; oversees employee utilization of equipment and evaluates most efficient means of performing work.
- Maintains frequent contact and communication with Village/Town officials, the public, and other police departments.
- Provides for the establishment and implementation of suitable training programs, the scheduled maintenance and testing of equipment, and the development of and adherence to departmental rules and regulations.
- Supports staff in all aspects of performing their jobs, including conducting periodic performance appraisals, providing constructive feedback, expanding staff skills, and setting work and professional development goals to maximize the performance and quality of staff and services.
- Attends conferences and seminars to increase skills and understand new developments in the field of policing, maintains contacts with colleagues or the public for purposes of public relations, engages in regional discussions, and gathers/exchanges information.

- Performs other necessary tasks or functions to accomplish Department goals and objectives.
 - Demonstrates ability to perform highly responsible duties of a complex nature requiring considerable initiative and judgement, particularly in emergency situations which do not fall clearly within established practices or precedents.
 - Demonstrates ability to prepare and manage operating and capital budgets and to direct operations of personnel and equipment under emergency conditions.
 - Demonstrates ability to manage and maintain confidential information, including investigative matters sensitive in nature and confidential.
 - Knowledge of supervisory techniques.
 - Ability to organize, assign, and direct the work of subordinates.
 - Demonstrates ability to tolerate an above-average amount of stress and can accept direction and constructive criticism.
 - Demonstrates possession of high degree of integrity, honesty, self-disciplined, and emotionally stable.
 - Ability to make sound decisions based on good judgement/common sense.
 - Ability to establish a high degree of consensus building and to ensure successful team decision making.
 - Possesses strong motivating leadership and people skills.
 - Ability to handle competing priorities.
- Work Environment & Schedule
- Externally, work is performed under variable weather conditions and in an environment with considerable potential for personal danger, including significant risk of injury and/or death as can be expected in situations endangering personal safety during emergencies or when conducting investigations.
 - This is a full-time, salaried position.
 - Regular hours are Monday through Friday, 8:00 am to 4:00 pm, with the ability to respond to emergency situations at all hours of the day. Hours may vary as department needs dictate.

18. Manager Duffy is the Municipal Manager for both the Village and the Town of Woodstock.

19. Under the statutory “town manager” form of government, the Village is authorized to “appoint a general town manager.” 24 V.S.A. § 1232.

20. The statute authorizes the Manager to “have general supervision of the affairs of the town, be the administrative head of all departments of the town government, and shall be responsible for the efficient administration thereof.” 24 V.S.A. § 1235.

21. The word “town” is equivalent to “village” in 24 V.S.A. Ch. 37, which is the chapter on town managers.

22. The Woodstock Police Department (the Department) is a department of the Village.

23. Manager Duffy has hiring and disciplinary authority over the Department.

24. In August 2024, both the Village Trustees and the Town Selectboard adopted a new Town & Village of Woodstock Personnel Policy, which replaced the 2020 Personnel Policy in its entirety.

25. Mr. Swanson signed an acknowledgement indicating receipt of the 2024 Personnel Policy on October 11, 2024.

26. The 2024 Policy includes a revised disciplinary provision, with no reference to progressive discipline. Section 9 states, “[e]mployees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.” The same provision goes on to reference a variety of potentially applicable employee infractions, including:

- Inability to cooperate with and perform job tasks with fellow employees, supervisor, or Department Head.
- Lack of productivity, failure to effectively perform job duties, inefficiency, or incompetency.
- Being inattentive to duty, including sleeping on the job.

- Being repeatedly or continuously absent or late, being absent without notice or satisfactory reason or leaving one's work assignment without appropriate authorizations, or job abandonment.
- Conducting oneself in any manner that is offensive, abusive, threatening, or contrary to reasonable community standards and expectations of public employees.
- Willful violation of Town and Village rules or policies.

27. In June 2024, prior to the Board of Trustees' adoption of the 2024 Personnel Policy, Manager Duffy reviewed Mr. Swanson's performance. His review generally indicated that Mr. Swanson was meeting expectations. The only Manager comment in the review that could be construed as negative appears to be, "I would like more communication on the day to day operations at the Department." There were other similar comments in this review, but all were comparable to this one. Manager Duffy did not provide a copy of this review to Mr. Swanson at the time he drafted it. It is unclear as to why Manager Duffy never provided this review to Mr. Swanson.

28. Manager Duffy was apparently unaware of any concerns that Police Department employees may have had about Mr. Swanson when he completed the June 2024 performance review.

29. While Mr. Swanson was actively working, he received no notifications from management that he was violating any workplace rules, or that he was not meeting expectations.

30. On October 13, 2024, Manager Duffy learned that Chief Swanson may have been involved in a traffic incident with his husband, and another Woodstock resident.

31. Mr. Swanson did not notify any on-duty personnel about the incident. He did not call the Police Station that day, nor did he contact Manager Duffy about it.

32. Manager Duffy emailed Mr. Swanson on Monday, October 14, 2024, at 4:53 p.m., stating, “[c]an you please come to my office tomorrow at 8:45 in the morning?” Mr. Swanson responded two hours later, at 6:48 p.m., stating, “I was going to email you in the morning to ask a good time to meet anyway.”

33. Two days after receiving that report, on October 15, 2024, Manager Duffy issued a Notice of Paid Administrative Leave to Mr. Swanson, placing him on paid administrative leave until further notice. The Notice was dated October 14, 2024 in its header, but later in the body it states, “this needs to be completed by 12PM today October 15th.” Accordingly, Manager Duffy issued the letter on October 15th. Manager Duffy did not state the precise basis for placing Mr. Swanson on paid administrative leave, but he directed Mr. Swanson to remain away from work during working hours, and noted that he was to cooperate with Village officials and employees, “including possibly submitting to being interviewed.”

34. Manager Duffy also made clear that paid administrative leave was not a form of discipline, and that his pay, benefits, and accruals would continue without interruption. Moreover, Mr. Swanson would remain subject to the direction of his supervisors, but he would have to remain away from work during standard working hours. Importantly, Manager Duffy made a final admonition about Mr. Swanson’s obligations to the Village as employer: “During this paid administrative leave period, you are not to perform any services or any other activity related to your position of employment with Village or Town, unless directed otherwise. You should not access secure areas of police headquarters without prior approval from me.”

35. Manager Duffy then requested that the Vermont State Police investigate the traffic incident. He also notified the Vermont Criminal Justice Council (the Council) about the traffic incident, under what he believed to be his Act 56 obligations.

36. Act 56 provides an accountability framework for possible law enforcement misconduct, and requires the executive officer of a law enforcement agency to report potential unprofessional conduct, as defined by the statute, to the Council within 10 business days. 21 V.S.A. § 2403(a)(1).

37. In addition to having the VSP undertake an investigation, Manager Duffy commissioned William Burgess of Burgess Loss Prevention Associates, LLC in late October 2024 to investigate to determine whether “any other violations had occurred” under Mr. Swanson. The scope of the investigation according to the Contract for Investigative Services between Burgess and the Village was to be, “[c]omplaints by several employees of the Woodstock Police Department regarding the activities, behavior and administration practices of Police Chief Joe Swanson. Other complaints that may arise out of the initial complaints noted above.”

38. Mr. Burgess did his investigation and issued a report on December 10, 2024 that Manager Duffy apparently relied on in initially making the decision to consider discipline, up to and including termination of Mr. Swanson’s employment.

39. While Mr. Swanson was on leave, on January 10, 2025, Manager Duffy issued the first of three letters that the parties have referred to as the “Loudermill” letters. In the January 10th letter, Manager Duffy indicated that he was considering terminating Mr. Swanson’s employment for a variety of reasons. Those reasons included that Mr. Swanson did not notify any on-duty personnel about the October 13th auto incident, nor did he contact Manager Duffy about it; that Mr. Swanson had directed staff not to worry

about collecting outstanding parking tickets involving municipal employees, and that he would handle those tickets but took no action; that he had shared police evidence on multiple occasions with his husband, who was not authorized to access police evidence; that he regularly ordered dispatchers to sign him in, in the early morning, several hours before leaving his home; that he often conducted personal business while on duty, including swimming, going to the gym, getting a haircut, and walking his dog; that he was out of uniform in the office while on duty; that he had not completed a death investigation from January 2024 for which he was the primary officer; that, because of his inattention to emails, he had failed to procure video footage from M&T Bank for a May 2024 crime outside the Bank; that he had failed to take appropriate disciplinary action against an officer following a parade incident and a high-speed chase in the summer of 2023; and other incidents that are apparently no longer at issue.

40. It is clear Mr. Swanson did in fact direct staff not to worry about collecting certain outstanding parking tickets. He had indicated he would somehow take action to resolve the tickets, but he took no action to either dismiss them, or to have them adjudicated. There is no evidence he did this as a favor for anyone; rather, it appears that he simply failed to follow through on something he indicated he would take responsibility for, but never did.

41. On November 8, 2023, Mr. Swanson used his work email to send six videos depicting what was apparently a “road rage” incident to his husband, Attorney Nicholas Seldon. Mr. Swanson indicated that the reason he sent these videos to Mr. Seldon was so that he could obtain “free legal advice” from his husband, who had apparently provided legal advice to the Police Department sometime prior to this event. It is not clear when Manager Duffy obtained these emails.

42. Mr. Swanson indicated that he was, “just looking for a quick second opinion, leveraging a relationship for free legal counsel, and just got a quick opinion.”

43. He also indicated that the video was, “not evidence of a crime...evidence, is not the wrong word, but I’m not sure it’s the best word, it’s not criminal evidence.” Other than this video, there was no evidence Mr. Swanson had shared anything similar with his husband.

44. Despite Mr. Swanson’s representations about seeking legal advice, there does not appear to be any request for what would appear to be legal advice, nor does there appear to be any response that one could reasonably characterize as legal advice. If anything, sending the videos appears to be more in the nature of sharing local gossip.

45. As to his attendance on a general basis, Dispatch Supervisor Beth Therrien testified that she was unable to reach Chief Swanson at times, that he did not apprise her of his schedule, that he conducted various personal business such as obtaining a haircut during work hours, that she was concerned that Chief Swanson may not be working all of his assigned hours, and her belief that he was therefore taking advantage of his employer, the Village.

46. Dispatch Supervisor Beth Therrien also testified credibly that Chief Swanson had asked dispatchers to sign him in as on-duty at 6:00 a.m. on various occasions, but on those occasions, he did not appear in the office until several hours later. She also testified that Chief Swanson told her, in reference to another dispatcher, to “tell her to stop fucking calling me.” The basis for his request was apparently a work-related issue during non-working hours.

47. She testified further that Chief Swanson did not provide proper training to officers; it is difficult to credit this portion of her testimony in that she is not a law

enforcement officer, she is a dispatcher. Even though she is a dispatcher with considerable experience, having worked under other Chiefs, her expertise is in dispatching and not in actual law enforcement work. Thus, the Board credits her testimony about office events, a topic she is capable of credibly describing, but not her testimony as to appropriate law enforcement training.

48. The Department was allowing two under-trained officers into the field to conduct police work. In particular, there were two officers with Level II certification—which requires only two weeks of training at the Vermont Police Academy—who Mr. Swanson allowed to work regular shifts with no supervision.

49. Vermont law indicates that Level II police officers have limited authority to respond to calls for service, and, if one does respond to a call involving a crime in progress, that Level II officer is required to call a Level III officer to respond and assume law enforcement authority over the incident. 20 V.S.A. § 2358(b)(2).

50. Mr. Swanson was willing to sign off on Sergeant O’Keefe’s use of force training, despite the fact that Sergeant O’Keefe was a few hours short of the Police Academy’s annual hourly use of force requirement.

51. Mr. Swanson was often out of full uniform at various times in the Department. He would occasionally wear uniform pants with a T-shirt instead of his uniform shirt, and he often came to work in mismatched socks, had messy hair, and wore a non-uniform ball cap while in uniform. Mr. Swanson’s failure to regularly wear a uniform was a factor in whether he could effectively contribute as a role model to other members of the Department.

52. There was a range of testimony about the regularity—or irregularity—of Mr. Swanson’s work attendance. For example, Dispatcher Michelle Sutherland testified that

he came in to work between 8 a.m. and 9 a.m. from time to time. Sometimes he would come in hours after that. This variability in his schedule was clear from a variety of witnesses, including Sergeant Chris O’Keeffe, Dispatch Supervisor Therrien, and Dispatcher Michelle Sutherland.

53. Mr. Swanson’s Employment Agreement required that he work from 8:00 a.m. to 4:00 p.m., Monday through Friday.

54. Mr. Swanson never requested, nor did he receive, any flexible working arrangement from Manager Duffy.

55. Mr. Swanson was regularly absent from the Police Station without employees knowing where he was. His colleagues often did not know where he was during working hours.

56. In the law enforcement environment, it is typical for office colleagues, particularly dispatchers, to know where an officer is at all times while on shift. This is important for operational readiness and also for officer safety. It is difficult for dispatchers to do their job without knowing where the Chief is located, because there are often questions from third parties that require the Chief’s attention.

57. On some, but not all of these occasions, Mr. Swanson would communicate to his colleagues that he was getting a haircut, going home, or going to his mother’s house. Mr. Swanson did not log these times as vacation leave, personal leave, or any other form of leave available to him. During these absences, Chief Swanson would sometimes be the designated backup for other officers on duty.

58. There were times that dispatchers attempted to reach Mr. Swanson while he was on duty, but outside the Police Station, yet he did not respond to requests to communicate.

59. There were incomplete Valcour logs to show what Mr. Swanson was doing while away from the Police Station.

60. By virtue of his Employment Agreement, Mr. Swanson was a salaried employee, obligated to perform his work functions without being paid overtime if he had to work more than forty hours in a workweek. However, the Employment Agreement indicated he could be paid overtime for “call-ins, holiday coverage, and emergency coverage with less than 24 hours’ notice.”

61. Following an incident where a suspect was caught on video examining the interior of a school building, Woodstock Police officers invited Department of Homeland Security agents to review video footage at the Police Station. The agents visited the Police Station, but Mr. Swanson did not join the meeting, choosing instead to go watch his husband as he participated in a trial at the Windsor Superior Court, or doing other personal business. When Sergeant O’Keeffe spoke with Mr. Swanson to let him know that “most of the folks” in the Police Department were upset that he would not be meeting with the Homeland Security agents because he would be going to court to watch his husband, Mr. Swanson asked, “who’s everybody?” Sergeant O’Keeffe responded that it was, “dispatch, administration, the parking attendants, and patrol,” Mr. Swanson pounded on his desk and responded, “fuck ‘em, I don’t care.” Mr. Swanson’s failure to attend the meeting left the Homeland Security agents “miffed,” in Sergeant O’Keeffe’s words, because they were visiting in connection with an investigation, but the Chief of the agency had decided not to appear.

62. Mr. Swanson indicated he had told Manager Duffy that he would be attending the trial, but that he decided to stay longer than he had anticipated because he had planned to go “in and out” of the courtroom, but he chose to stay because the courtroom doors

were loud and creaky. He took the commensurate amount of vacation time due to this event.

63. Mr. Swanson made his plans to watch his husband in trial prior to learning that Homeland Security agents would be coming to meet with Woodstock Police officers at the same time as the trial. Manager Duffy did not know Mr. Swanson would be attending the trial at the same time that Homeland Security representatives would be meeting with officers at the Police Station about a pending matter.

64. On the only occasion Mr. Swanson was scheduled to attend traffic court during his tenure as Chief of Police, he chose not to appear without providing any notice to the court.

65. Mr. Swanson conducted some personal business on work time, as overheard by the dispatchers.

66. Mr. Swanson kept a messy office: he did not empty the overflowing trash bin in his office and his desk was messy. Mr. Swanson himself indicated he was “guilty as charged,” on this issue. On its own, this is not evidence of misconduct. It is, however, related to Mr. Swanson’s ability to serve as a leader and as a role model to his subordinates, in that it contributes to the overall malaise in the Police Department that Manager Duffy discovered as the result of the Burgess investigation.

67. Dispatcher Sutherland felt threatened, intimidated, and uncomfortable when Chief Swanson went into the Police Department on February 20, 2025 purportedly to obtain training documents, but then left a copy of the Council letter. She did not bring any of the concerns she raised in her testimony to Chief Swanson or Mr. Duffy’s attention prior to October 13, 2024, though it was not clear that she was offered any

opportunity to do so, or that there was any one incident that rose to the level she felt was reportable.

68. Given her general awareness of Police Department operations by virtue of her work as a dispatcher, Dispatch Supervisor Therrien testified that Mr. Swanson often conducted personal business while on duty, including swimming, going to the gym, getting a haircut, and walking his dog.

69. Mr. Swanson was regularly out of uniform in the office while on duty, or was in partial uniform from time to time. Various witnesses testified to this, and Mr. Swanson himself indicated on this topic, “maybe I had a blind spot to myself.” He did not dispute that he had failed to wear his complete uniform regularly as required while on duty, though he did state his belief that it was not an everyday occurrence.

70. Mr. Swanson failed to complete a death investigation for a death that occurred in January 2024 for which he was the primary officer; Mr. Swanson agreed that this had occurred and was remorseful for his failure to complete it. The Department imposed no specific timeframe in which to complete a death investigation.

71. Mr. Swanson failed to procure video footage from M&T Bank for a May 2024 crime outside the Bank. It is not clear why this happened. He reviewed photographs the bank provided, which is all he had as the result of his investigation in the case. The complainant reached out to the Police Department to commence an investigation because he had placed items in a safe deposit box at the bank, but had left his key in the safe deposit box. He believed there were items in the box worth as much as \$10,000. He contacted the bank, but was told that there was no key at the safe deposit box. When he returned to open the box with his second key, he found the box mostly empty. The bank had surveillance camera footage, but the complainant did not have an opportunity to

view it. He reached out to his estate planning attorney for guidance, who directed him to contact the local police department. The complainant contacted the Woodstock Police Department on May 7, 2024, and Mr. Swanson emailed back to request that he call the Department to open a case. The complainant reached out to Mr. Swanson on June 5, 2024, and Mr. Swanson responded that he had “viewed two different photos of the bank returning the safe deposit key to you. As such, this case is now closed. I understand that this is not what you wanted to hear, however, with the facts and circumstances of this case there is no further investigation to be conducted and no grounds to believe that a crime was committed.” There was no evidence that Mr. Swanson made any effort to retrieve any bank surveillance footage before closing the case.

72. In the summer of 2023, Sergeant Chris O’Keeffe issued discipline to two officers for failing to give a ride to a Village parking meter attendant during the Pride Parade. The officers were supposed to be patrolling the Pride Parade, but had been hanging around the Police Department during the Parade. Sergeant O’Keeffe had previously instructed the officers to pick up the parking meter attendant, so his view was that he had provided a directive to do something, the officers failed to do it, and he therefore issued discipline in the form of a verbal reprimand for one officer, and a written reprimand for the other, for their failure to follow his directive. Mr. Swanson dismissed Sergeant O’Keeffe’s discipline for one of the officers, leaving the Sergeant to feel that he had been overruled without an appropriate reason, and also leaving him feeling that Mr. Swanson’s approach would create an atmosphere of leniency that would allow officers to defy orders from superiors in the future, without fear of punishment.

73. Prior to being placed on administrative leave, Mr. Swanson was unaware that colleagues in the Department had made complaints about him, nor had he received any notice that his colleagues had made complaints about him.

74. Mr. Swanson never contemplated that any of the issues witnesses raised during the Loudermill hearing could be grounds for discipline, such as his failure to wear a complete uniform or to work a particular schedule. This was because he had not received any complaints from coworkers or management while working as Chief.

75. On approximately November 19, 2024, the bargaining units representing the sworn law enforcement officers and the non-sworn employees of the Department, the New England Police Benevolent Association Local 416 and 431, approved a no-confidence vote concerning Mr. Swanson's work as Chief, and recommended that "immediate steps be taken to identify and appoint a new Chief of Police." The accompanying letter stated as follows:

To Whom It May Concern,

The New England Police Benevolent Association Local 416 & 431 have unanimously taken a formal vote of No Confidence in Chief of Police Joseph Swanson. This decision reflects the deep concerns held by the dedicated men and women of the Woodstock Police Department regarding Chief Swanson's leadership, professionalism, and overall competence.

Over the past 15 months, Chief Swanson's decision-making, knowledge of essential law enforcement practices, and commitment to staff and public safety have fallen significantly short of expectations. These shortcomings have led to a deteriorating work environment, eroded trust among staff, and put at risk the department's ability to serve the community effectively.

Key issues of concern include:

- A lack of integrity and accountability in decision-making.
- Inconsistent and inadequate supervision and leadership.
- A demonstrated disregard for the morale and well-being of department staff.

- An overall failure to uphold the standards expected of the Chief of Police.

This pattern of behavior and poor leadership has caused considerable harm to the department's culture and effectiveness. We firmly believe that the Woodstock Police Department requires new leadership to rebuild trust, restore morale, and refocus on our mission of ensuring public safety. In light of these concerns, we respectfully recommend that immediate steps be taken to identify and appoint a new Chief of Police who is better equipped to lead and support our agency.

Respectfully,

The dedicated members of;
New England Police Benevolent Association Local 416
New England Police Benevolent Association Local 431

76. There was no evidence that Manager Duffy or any other management representative played any role in the no-confidence vote.

77. Mr. Swanson apparently organized his work schedule to “take an hour or so during the day to go to the gym, obtain a haircut, or attend appointments and then make up the time later consistent with a split schedule.”

78. There was no evidence that Mr. Swanson had actually discussed a “split schedule” with Manager Duffy, though Mr. Swanson proposed as a finding, “Chief Swanson believed that Mr. Duffy was aware of his practice of splitting his schedule.”

79. Manager Duffy never expressly communicated—verbally or by email, for example—to Mr. Swanson that he needed to conform to a particular schedule in his role as Chief prior to October 13, 2024. Similarly, Manager Duffy did not provide express notice to Mr. Swanson that he could be subjected to discipline for his schedule management issues.

80. Manager Duffy was perhaps not as aware of Mr. Swanson's schedule as he could have been, though it is difficult to supervise another management-level employee's schedule, particularly where the supervisee works in another physical location.

81. Investigator Burgess appears to be the first to have addressed these schedule management issues when he learned about them through his investigation and shared his report with Manager Duffy.

82. If Mr. Swanson had requested a genuine flexible working arrangement, Manager Duffy would have granted it, so long as there was coverage available.

83. A few times per month, Mr. Swanson would drive to Taftsville for a thirty-minute physical therapy session related to injuries he sustained from a June 2022 shooting. Mr. Swanson was on workers' compensation for a period of time related to this injury, and the Vermont workers' compensation statute requires that an employee be compensated for time to obtain medical care for a work-related injury in which the employee would otherwise have been working. 21 V.S.A. § 640(b).

84. Mr. Swanson made himself available when off duty to provide assistance via telephone calls to officers and dispatchers, and to respond to emergencies, as indicated by the number of telephone calls he either made or received. Mr. Swanson introduced phone records to show that he made or received as many as 900 calls on his Department-issued mobile phone, on overnights, weekends, holidays, and vacations over the entirety of his fifteen-month term as Chief.

85. Manager Duffy transmitted the finished Burgess Report to the Council.

86. While the Council's review was pending, Manager Duffy sought clarification from the Council as to its review, and the Council advised by email on November 22, 2024, that "any other investigation you so choose is entirely up to you. Again these are two

different tracks, your responsibility to report to us, which you did, and your decision as an employer if you want any other type of investigation for the purpose of taking any disciplinary action should you determine there is a need to do so.”

87. On January 10, 2025, Manager Duffy issued a notice to Mr. Swanson which listed conduct he was concerned about, as well as the Union’s no-confidence vote, as possible grounds for discipline.

88. Mr. Swanson issued a written submission through counsel, and then Manager Duffy met with Mr. Swanson and his attorney on January 22, 2025 to discuss the January 10th notice. At that meeting, Mr. Swanson responded to Manager Duffy’s concerns and addressed things he would do to fix the issues with employees that had come up as the result of the Burgess Report. Following the meeting, Manager Duffy determined that some issues cited in the January 10, 2025 notice did not warrant further consideration as grounds for possible discipline.

89. The Council sent its letter on February 6, 2025, stating it had reviewed “an allegation of violation of the Unprofessional Conduct, failure to report an incident, and found that [Mr. Swanson’s] conduct did not meet any of the legal definitions for unprofessional conduct as defined in 20 V.S.A. § 2401, and so concluded that there was ‘No Finding.’ ” Manager Duffy received the letter on February 10, 2025.

90. Ten days later, on February 20, 2025, Mr. Swanson sent a text message to Acting Chief O’Keeffe to tell him he would be coming to the Police Station, on the basis that he was going “to retrieve training records.” Acting Chief O’Keeffe texted back “OK.”

91. It is possible that Mr. Swanson contacted Manager Duffy for permission prior to coming to the Police Station, but there was no evidence Manager Duffy ever provided Mr. Swanson that authorization.

92. Mr. Swanson arrived at the Police Station and entered Dispatcher Sutherland's office, placing a highlighted copy of the Council's letter on Dispatcher Sutherland's desk. He also entered Dispatch Supervisor Elizabeth Therrien's office and handed her the highlighted Council letter, telling her, "I'll be back."

93. Mr. Swanson also taped a copy of the Council's letter on the squad room door next to the Police Department schedule.

94. Mr. Swanson was on paid administrative leave on February 20, 2025, and had been fully relieved of his duties for that time period, and had also been instructed not to access secure areas of the Police Department. Because of this directive, there was no operational or business reason for Mr. Swanson to come into the Police Station or to access any employee offices, nor was there any business reason for him to provide a copy of the Council letter to any employees.

95. Dispatcher Sutherland and Dispatch Supervisor Therrien were both upset by their interactions with Mr. Swanson. Dispatcher Sutherland felt threatened, intimidated and uncomfortable.

96. Dispatch Supervisor Therrien felt threatened in the sense that she believed Mr. Swanson would retaliate in some way with respect to her job for having made complaints about him.

97. They informed Manager Duffy about their interactions with Mr. Swanson.

98. Mr. Swanson's actions on February 20, 2025 were the opposite of what he had told Manager Duffy he would do to fix the issues with employees when they met on January 22, 2025.

99. Immediately following Mr. Swanson's visit to the Police Station on February 20, 2025, Manager Duffy issued a new notice to Mr. Swanson, through his attorney, which

focused in greater detail on leadership-related issues, included the new allegations and concerns regarding the visit to the Police Station that day. Manager Duffy indicated that Mr. Swanson had taken little, if any, responsibility for the situation. The notice offered a meeting so that Mr. Swanson could address Mr. Duffy's newfound concerns.

100. Rather than meet with Manager Duffy, Mr. Swanson submitted a written response to the February 20th notice.

101. Manager Duffy considered this written feedback, and issued yet another notice to Mr. Swanson on February 23, 2025, this time determining that Mr. Swanson had violated a variety of additional regulations, including portions of the Woodstock Police Department Policies and Procedures, and the 2024 Personnel Policy. Manager Duffy made the decision in this notice that he would be demoting Mr. Swanson, based on the entirety of the violations he had found.

102. In the February 23rd notice, Manager Duffy found that Mr. Swanson had violated WPD (Woodstock Police Department Policies and Procedures) 200.IV.A.2 – Conduct Unbecoming an Officer. The pertinent part of this regulation states: “Officers shall not engage in any conduct or activities on- or off-duty that reflect discredit on the officers, tend to bring this agency into disrepute, or impair its efficient and effective operation.”

103. Manager Duffy also determined Mr. Swanson had violated another Department regulation, WPD 200.IV.B.1.b – Public Statements, Appearances, and Endorsements. This provision states in pertinent part: “Officers shall not, under color of authority, divulge or willfully permit to have divulged, any information gained by reason of their position, for anything other than its official, authorized purpose.”

104. Manager Duffy further determined Chief Swanson had violated WPD200.IV.D.2, entitled, “Expectations of Privacy,” which states in relevant part: “No member of this agency shall maintain files or duplicate copies of official agency files in either manual or electronic formats at his or her place of residence or in other locations outside the confines of this agency without express permission.”

105. Also based on this encounter, Manager Duffy determined Mr. Swanson had violated WPD 200.1.III.2.a, entitled, “Neglect of Duty,” which states in pertinent part: “Employees shall not read, play games, watch television or movies or otherwise engage in entertainment while on duty. Employees shall not engage in any activities or personal businesses which cause them to neglect or be inattentive to duty.”

106. Additionally, Manager Duffy determined Chief Swanson had violated WPD200.1.III.5.a, entitled, “Leaving Duty Post,” which states in part: “Employees shall not leave assigned duty posts during, a tour of duty except when authorized by proper authority.”

107. Also based on Mr. Swanson’s visit to the Police Station, Manager Duffy determined he had violated WPD 200.1.III.7, entitled, “Unsatisfactory Performance,” which includes the following pertinent provisions:

- b) Employees shall perform their duties in a manner which will maintain the highest standards of efficiency in carrying out the functions and objectives of the department.
- 2) an unwillingness or inability to perform assigned tasks;
- 3) the failure to conform to work standards established for the officer’s rank, grade or position
- 5) absence without leave.

108. Another violation Manager Duffy found was that Mr. Swanson had violated Section 4.4 of the 2024 Personnel Policy entitled, “Hours of Service,” which states in part: “[t]he Municipal Manager, with input from Department Head, shall

determine regular work hours. All employees are expected to be in attendance during regular work hours and punctual in reporting to work. Employees who will be absent from work are expected to notify their supervisor as far in advance as possible and all unexpected absences shall be reported as soon as possible.”

109. Manager Duffy also found Chief Swanson had violated Section 9 of the 2024 Personnel Policy entitled, “Employee Discipline (Prohibited conduct list).” Section 9 indicates that it was not exhaustive, but it includes a list of prohibited conduct customarily found in a personnel policy, potentially applicable here, such as being absent from work, lack of productivity, being inattentive, willful violation of Village rules or policies, and so on.

110. He also found Mr. Swanson had violated the “Work Environment & Schedule” section of the Job Description for Police Chief attached to the Employment Agreement, which stated, “[r]egular hours are Monday through Friday, 8:00am to 4:00pm.”

111. Manager Duffy’s decision to demote Mr. Swanson was based not on one particular violation. Rather, he based his decision on the totality of complaints and the combined evidence regarding Mr. Swanson’s conduct and performance as Police Chief.

112. Manager Duffy believes the Chief of Police must be an ambassador to the community and must provide leadership, direction of Police Department strategies and related policies, training/supervision of employees, and discipline where warranted, and further, that the Chief of Police must be able to build relationships in the community and with employees.

113. Dispatcher Sutherland indicated she would leave if Chief Swanson were reinstated; Dispatch Supervisor Therrien indicated she would also leave if Chief Swanson were to be reinstated.

114. In addition to the dispatchers, Corporal Murphy indicated she would leave the Department if Mr. Swanson were to return as Chief of Police. Sergeant O’Keeffe testified that he himself he would leave in that scenario.

115. For Manager Duffy, the no-confidence vote, coupled with employee insinuations that they would leave if Mr. Swanson were to return as Chief, was a powerful message that contributed to his decision to demote Mr. Swanson from Chief to Police Officer.

116. The Municipal Manager must be able to trust the Chief of Police’s judgment on a consistent, daily basis.

117. The Chief of Police position is one of the most visible municipal employment positions in the community, and the job carries a lot of weight and expectations.

118. The Chief of Police must be a role model, and must lead by example because employees are going to mimic what the Chief of Police does.

119. Mr. Swanson did not meet Manager Duffy’s expectations that he function as a role model while serving as Chief of Police.

CONCLUSIONS OF LAW

1. It is concerning, from the perspective of the employer, that management did not issue any notices to Mr. Swanson indicating that he was failing to perform his job appropriately. It is possible that management was not tracking the Police Chief as closely as necessary, given the physical separation between the two workplaces. It is also

possible that, given the relative time periods in which each of these employees was serving in his respective role, they were learning as they went. For Mr. Swanson, he was not communicating enough with Manager Duffy. Manager Duffy, for his part, was not making clear his expectations of Mr. Swanson, and may not have been as aware of day-to-day Police Department operations as he could have been.

2. One of the bedrock principles of modern employee management is that employees should not be surprised when they are subjected to discipline. Here, Mr. Swanson was surprised when the gears of discipline began to turn in his direction. Nevertheless, the lack of prior notifications does not defeat the Manager's effort to demote Mr. Swanson from Chief to Patrol Officer. The reasoning is twofold: first, Mr. Swanson either already knew about these basic obligations as Chief of Police, or he should have known. If he did not know, he was violating his Employment Agreement and the Village Personnel Policy, and he was acting beyond the scope of his skillset if that was indeed the case. Second, all the bases for demotion are so obvious that any person serving as Police Chief should have had enough understanding about the job, and enough self-awareness, to recognize that these shortcomings were contrary to basic policing practices, contrary to appropriate leadership principles in a well-functioning workplace, and inappropriate for someone who considers himself capable of serving as Police Chief. This is particularly true for Mr. Swanson, who has considerable experience in the management side of a police department that well predates his time as Police Chief. Moreover, Mr. Swanson attended numerous leadership programs as part of his work with the Police Department. Finally, he achieved a variety of military leadership positions, where presumably he supervised and managed subordinate service members.

3. Mr. Swanson has raised his considerable leadership experience as a defense in this proceeding, apparently on the theory that he ought to be accorded deference, given his significant record of service to the Village and to our country. Given the evidence, however, the Board does not consider this a defense. Rather, the Board considers it damning that Mr. Swanson had so much leadership experience, yet he failed in so many ways to behave as a genuine leader. Mr. Swanson testified that he had achieved a variety of ranks in the Army/Vermont National Guard, had achieved a variety of leadership ranks in the Woodstock Police Department, and had received a variety of awards in his different roles. It is difficult to square Mr. Swanson's considerable achievements and experience in leadership positions with his complete lack of respect for some of the most basic obligations of the Chief position, such as showing up on time and actually being present to do the work of Chief.

4. A true leader would have reviewed his Employment Agreement to grasp some of its basic requirements, including perhaps the most basic obligation, which required Mr. Swanson to work from "8 a.m. to 4 p.m. Monday through Friday." Mr. Swanson admitted he did not read this when he first began as Chief, perhaps not until the hearing in this matter. While the Board recognizes that salaried employees enjoy some flexibility in terms of fitting in personal appointments and how much time they must actually work to do the job, there is also the baseline requirement that the Chief is supposed to be a leader. Leaders lead by example. Leaders are present and working so that subordinates can watch and learn from an experienced professional. Leaders do not consistently disappear from the office to exercise, or get a haircut, or watch their spouse at work, all while failing to sufficiently communicate to colleagues who need to know their leader's whereabouts. Those colleagues in this instance needed to know the Chief's

whereabouts to effectively do their jobs. Certainly, the Board understands that some of these issues may happen on some occasions, and that a good employer recognizes employee needs and provides flexibility where possible. Here, however, Mr. Swanson regularly and often failed to appear at work on time, or left early, or called dispatch to be listed as “41”—beginning his tour of duty—while not actually showing up at the Police Department to work. Meaning, Mr. Swanson took advantage of the fact that he was the Chief of Police, working in a separate physical location from his supervisor, Manager Duffy, and abused his opportunity for flexibility, converting it into an open-ended personal benefit. Finally, Mr. Swanson’s absences left the Village potentially vulnerable. The Village has established a Police Department and has appropriated sufficient funds for a properly staffed Department. When a Chief makes the unilateral decision to check out, it means the Department is not functioning as the Village intended. Moreover, if Mr. Swanson’s colleagues knew that he was five minutes away, they may well have taken different steps to deal with his absence than they would have taken had he been thirty minutes away.

5. Mr. Swanson showed a variety of phone records in his defense to demonstrate that he does in fact work during times when he may not actually *be* at work. The issue with this evidence is that his Employment Agreement already required that he have “the ability to respond to emergency situations at all hours of the day. Hours may vary as department needs dictate.” Meaning, his obligation was to generally be in the office during the hours of 8 a.m. and 4 p.m., and *also* to take phone calls and do other required tasks during off hours. Accordingly, the import of the phone records is that they showed that Mr. Swanson was—at least for the times indicated by his phone records—doing his job during non-standard work hours, which was a basic job

responsibility. He was paid an appropriate salary for dealing with inconveniences like after-hours phone calls. Moreover, Mr. Swanson was entitled to overtime by virtue of the Employment Agreement for “call-ins, holiday coverage, and emergency coverage with less than 24 hours’ notice.”

6. It would be one thing if Mr. Swanson regularly “flexed” his time but found a way to get all his work done. He did not, however, get all his work done. In fact, there were numerous instances where he simply failed to complete standard paperwork and other tasks required of a Chief of Police in a modern police force. The primary example of this is the failure to complete the death investigation. While there was no genuine urgency to this matter, there are numerous operational reasons why a law enforcement officer charged with completing a death investigation should have completed the investigation and issued a report in a timely manner. The family deserved closure, and the public deserved the benefit of a well-functioning Police Department that brings its cases to conclusion. If Mr. Swanson was unable to do the investigation because of his workload— or for whatever reason—he should have found another qualified investigator in the Woodstock Police Department. If there was no such qualified investigator, he should have had a plan to address death investigations in the event he was unable to or unavailable, such as a referral to another capable agency. He did none of these things.

7. At the hearing, Mr. Swanson submitted that there was no official policy for deadlines in death investigations, which he apparently believed should exonerate him from his failure to do a timely investigation. The trouble with this argument is that the death occurred in January 2024. Manager Duffy placed Mr. Swanson on administrative leave on October 15, 2024, approximately nine months later. An effective leader should not require an express policy on deadlines for death investigations—particularly one that

was apparently not suspicious—to do the work on time. An effective leader should have enough self-awareness to recognize that nine months is too long to wait for a death scene investigator to do a straightforward investigation and issue a report. Policy or no policy, this argument reflects a fundamental misunderstanding of the weighty obligations on the Chief of Police. The deceased’s family members deserve closure, and Mr. Swanson’s delay in concluding this investigation may have significantly affected the wellbeing of the decedent’s family and friends.

8. Mr. Swanson was regularly absent from the station, and his colleagues often did not know where he was. Despite significant testimony in this regard, he proposed in his Request for Findings that he was “not absent without leave.” Absent Without Leave (AWOL) is a military term that customarily refers to personnel who are not present at their assigned duty station, and lack proper authorization to be absent. Further, it can mean that an individual has failed to report for duty as directed, has left an assigned post without permission, or has not returned from an authorized leave. In this framework, it is strictly true that Mr. Swanson was not AWOL. However, the argument that he was “not AWOL” is an attempt to put a square peg into a round hole. Mr. Swanson was regularly not at the office. Instead, he was often at home, or obtaining a haircut, or at the gym, or watching his husband in court while federal investigators were meeting with his subordinates, all of whom presumably expected the highest ranking officer in the Department to be there for an important interagency meeting.

9. To the extent Mr. Swanson was occasionally at physical therapy to obtain treatment related to his work-related injury, the Board takes no issue with that. However, for the sake of clarity, the fact that it was a compensable workers’ compensation claim is unrelated to the fact that he was using work time to obtain

physical therapy. The Vermont Workers' Compensation statute at 21 V.S.A. Ch. 9 provides only a compensation replacement method for employees who are injured in the line of duty; it does not provide for leave to obtain medical treatment or physical therapy. That right would come from either the Vermont Fair Employment Practices Act or the Family and Medical Leave Act, both of which provide for the employee to take unpaid job-protected leave to seek medical treatment, including physical therapy. Mr. Swanson made no argument that he had sought leave for treatment under either of those statutes. Nevertheless, to the extent Mr. Swanson took any leave to obtain physical therapy for his injury, that is expressly excluded from this Board's decision as the basis for any discipline.

10. Mr. Swanson believed it was his prerogative to determine when he would be in the office as Chief, making his own choices about when he would be present and when he would not be present. He went to a variety of personal appointments during the day, rarely informing his colleagues, so they were left in the dark to wonder when or if he would come into the office, or whether he would be in the office at all. Additionally, there was no credible evidence he ever communicated with his supervisor, Manager Duffy, about his plans to work on a flexible basis.

11. At the hearing, Mr. Swanson spoke interchangeably about going to physical therapy appointments and going to the gym, as though they were identical reasons for being out of the office. While these activities may take place in a similar facility, they are quite different from the employer's perspective. Going to physical therapy for an injury is typically a protected leave event under federal and state law, and customarily occurs after communicating to the employer that the employee will be out for a period of time, something that apparently never happened here. But when asked about his habit of

going to the gym for exercise during work hours, Mr. Swanson indicated, “the competing interests are, I enjoy working out at two in the afternoon or one in the afternoon, better than at five, but I wasn’t always in a position to leave the office at one or two in the afternoon, so it wasn’t an everyday thing, but when I could make it work, I wanted to make it work, but I would really consider it more of an occasional or intermittent thing, not necessarily fifteen-month routine.” This testimony revealed a stunning lack of self-awareness from someone in a leadership position, someone who was apparently blind to the fact that his actions would have a negative effect on his colleagues, and how they would view his workplace diligence. While the Chief position requires a considerable amount of pure administrative work, the job description is clear that the Chief position is a working chief, obligated to perform old-fashioned police work alongside his colleagues when necessary. Mr. Swanson’s belief that he could leave work to exercise in the middle of the day simply does not correlate with various provisions of the job description. For example, one of the Essential Duties & Responsibilities states, “[s]upports staff in all aspects of performing their jobs, including periodic performance appraisals, providing constructive feedback, expanding staff skills, and setting work and professional development goals to maximize the performance and quality of staff and services.” The job description goes on to denote certain “special requirements,” which require that the Chief be able “to tolerate an above-average amount of stress and can accept direction and constructive criticism,” “demonstrates possession of high degree of integrity, honesty, self-disciplined, and emotionally stable [sic],” “ability to make sound decisions based on good judgement [sic]/common sense,” “possesses strong motivating leadership and people skills,” among other requirements. In a nutshell, these requirements all compel the Chief be a leader in the Department. Leaving the office to

exercise in the middle of the day, without prior supervisor authorization, in a situation where you are still finding your footing as Chief, demonstrates either a mind-boggling lack of awareness, and/or a significant degree of arrogance toward one's colleagues.

12. Mr. Swanson's absences from the office clearly had a destabilizing effect on his colleagues: they ended up voting that they lacked confidence in him as their leader. Mr. Swanson protested in his post-hearing Request for Findings of Fact and Conclusions of Law that it was somehow unfair of the Village as employer to not allow him to communicate with the bargaining unit members about this issue while he was on administrative leave and subject to investigation. He stated, "Chief Swanson was never provided with prior notice of union complaints or an opportunity to respond before or after the vote of no confidence, in spite of multiple requests by Chief Swanson to the Town Manager to meet with the Union." The trouble with this theory is that, because the employer had no involvement in the no-confidence vote, it also had no obligation to provide him notice prior to the vote, or to provide him an opportunity to meet with bargaining unit members to discuss it afterward. By the time the Union conducted the no-confidence vote, Mr. Swanson was already on administrative leave, and Manager Duffy had instructed him to refrain from performing any services, and to not access secure areas of police headquarters without his prior approval, to ensure an appropriate investigation. Despite Mr. Swanson's argument that he should somehow have been included in the Union's vote process, the Village had no obligation to alter his administrative leave so Mr. Swanson could speak with Union members about their vote.

13. The no-confidence vote is simply one factor in the Board's decision. It was one piece of evidence in the context of all the considerable evidence against Mr. Swanson.

14. There were arguments in the post-hearing memoranda about whether the vote was unanimous. It does not matter whether it was unanimous, it matters only that the bargaining units approved the no-confidence vote, and that the Union considered it to be effective.

15. It is clear that Mr. Swanson did not commit any one particular bad act while serving as Chief that warranted dismissal. However, the catalyst of the automobile issue that resulted in Manager Duffy placing Mr. Swanson on leave to investigate was perhaps a wakeup call to the Manager to show that there were structural issues with Mr. Swanson's leadership, that he ought to investigate, and the investigation did in fact cause these issues to come to the surface. Given the opportunity to speak freely, numerous employees came forward, perhaps viewing the scenario as the opportunity to submit complaints without fear of reprisal by the Chief, given that he was physically absent and stripped of his authority to take action during his administrative leave. And the complaints came in, perhaps making Manager Duffy aware of a burgeoning situation he had missed, until that point.

16. Mr. Swanson treated the Police Department as a fiefdom, where he could wear whatever uniform he happened to feel like on that particular day, given what he was doing, or wanted to do, or thought he would be doing. There was no real consistency in his mode of dress, which is surprising, given the traditional formality of a law enforcement agency, with its military-style dress protocol. Mr. Swanson readily admitted that he had no consistent mode of dress, and the testimony from various witnesses indicates it was a regular, though perhaps not an everyday, occurrence.

17. Mr. Swanson failed entirely to complete the death investigation for the January 2024 untimely death. While Mr. Swanson was remorseful for his failure to complete it,

his defense was that there was no policy that required it to occur in any particular timeframe. Does a Chief of Police in the year 2024 need a policy to indicate that nine months is simply too long to complete a nonsuspicious death investigation and issue a report? The Board thinks not. The Chief of Police job description requires that the job holder have the ability to handle competing priorities, and the proven ability to be organized, detail oriented, and accurate. Mr. Swanson's failure to timely complete the death investigation does not comport with those basic requirements. Moreover, closing out that investigation would have shown a degree of empathy and community caretaking that Mr. Swanson was apparently lacking.

18. It is totally unclear why Mr. Swanson failed to make any attempt to procure video footage from the bank regarding the safe deposit box incident. At the hearing, he was focused on the length of time it took to respond to the complainant about his decision to close the case, noting that three weeks is not a long time in which to review and close an investigation. The Board agrees with Mr. Swanson that three weeks is not a long time in which to review and close an investigation. The issue is not the length of time it took, the issue is that he closed the investigation based on two photographs he had received; he never indicated that he had tried to obtain footage but been rejected, or that it had been destroyed, or was unavailable to him for some other reason. If the bank had footage—which we must assume it did—it could perhaps have been helpful to the investigation. If the bank did not have footage, it would have been helpful from a community caretaking perspective to at least make the effort to obtain it. Mr. Swanson inexplicably failed to do this.

19. When Manager Duffy issued Mr. Swanson the October 24, 2024 notice placing him on leave, he indicated that Mr. Swanson was “not to perform any services or any

other activity related to [his] position of employment with Village or Town,” and that he was not to “access secure areas of police headquarters without prior approval from me.” Despite this clear directive, Mr. Swanson showed up at the Police Station on February 20, 2025, so that he could hand out copies of the Council’s letter determining no basis to find that he had committed unprofessional conduct under the Act 56 framework. This was a stunning failure to abide by Manager Duffy’s directive, for a variety of reasons. First of all, it reveals a lack of understanding of the investigative process: Act 56 was not the Manager’s framework in conducting the outside investigation; the Village’s policies and procedures were. Moreover, Mr. Swanson sent a text message to Sergeant O’Keeffe and received the “OK” response. While he may have reached out to Manager Duffy, he did not receive any permission from him to go into the Police Department. Then, while on the premises, he directly retaliated against his subordinates, the dispatchers, by telling them he would be back. This statement was a clear threat to their jobs, and an effort to keep them quiet. Moreover, the dispatchers’ perception was that this was an overt threat against them, and the Board finds their testimony on this issue to be credible. He did these things despite his representation to Sergeant O’Keeffe that he would be coming to procure training records, which was actually a ruse that would allow him come to hand out copies of his letter from the Council. In addition, he had promised a few weeks earlier to Manager Duffy that he would be working to make amends with his staff in the Police Department. This visit to the Police Station was, as Manager Duffy framed it, the “opposite” of that. There is no scenario in which the Board can conceive of this being appropriate behavior for someone who considers himself to be a well-trained and experienced leader.

20. The Manager felt compelled to make the Act 56 report to the Council because he believed it could have been possible that Mr. Swanson had committed unprofessional conduct in violation of the statute. Ultimately, the Council could not sustain the allegations, and that is perfectly acceptable. Manager Duffy was simply doing what he thought he was required to do under the statute, which was to investigate a potential wrongdoing by the Chief of Police.

21. Mr. Swanson argued in his post-hearing Request for Findings that the Manager did not issue him a copy of his Act 56 complaint at the time he submitted it to the Council. Act 56 requires that the law enforcement agency issue the subject officer a copy of the notification at the time of filing with the Council. While that is concerning to the Trustees from an operational perspective, Manager Duffy's failure to send it to Mr. Swanson does not exonerate Mr. Swanson in the context of this employment proceeding. To the contrary, it shows that Mr. Swanson was laser focused on the Council's investigation during his administrative leave, expecting that if he could avoid an unlawful conduct finding, it would result in his complete exoneration as to any complaints against him. Not so. Finally, Manager Duffy is not a law enforcement officer and likely has little experience with the Council and its processes, so the failure to provide it to Mr. Swanson is a negligible issue in the context of this employment appeal.

22. It is also important that Manager Duffy's decision to demote Mr. Swanson does not appear to have been predicated in any way on the Act 56 report. The Act 56 reporting process, and the Council's ultimate dismissal of the report, is simply a backdrop to the events of Mr. Swanson's employment during this period.

23. Mr. Swanson's decision to visit the Police Station on the false representation that he would be going there to pick up training materials demonstrates an extraordinary

lack of leadership. He was not going there to procure training materials, and the representation that he was, was a ruse. It is this event that is perhaps most demonstrative of his inability to lead the Woodstock Police Department. This visit shows that Mr. Swanson: 1) had no problem ignoring Manager Duffy's directive to remain out of the secure portions of the Police Station, 2) he had no intent to comply with his own January 10th representation that he would work to improve Police Department morale, and 3) it shows a genuine lack of respect for his subordinates in the Department. By handing the Council's letter to his Police Department subordinates, and taping it up so others could see it, and by telling those employees, "I'll be back," he was making an explicit threat to people who had made complaints about him during the Burgess investigation. Mr. Swanson either knew they had spoken to Mr. Burgess during the course of his investigation, or he presumed they were speaking to him. There is no other explanation for this event except that he believed he would return as Chief, and he was deliberately flaunting this belief to others.

24. Mr. Swanson did not consider his "I'll be back" statement to have been a threat, characterizing these conversations as, "nice conversations." If Mr. Swanson genuinely believes these were nice conversations, there is a remarkable disconnect between how he thought those encounters went, and how the participants on the other side felt about them.

25. Mr. Swanson conducted certain personal business on work time. While salaried employees are not "entitled" to conduct personal business on work time, many employers accommodate occasional personal phone calls, for example. The issue is whether Mr. Swanson was going beyond the degree of flexibility most employers provide in the working relationship, or whether he was conducting personal business to the

detriment of the employer. In this instance, to the extent Mr. Swanson was on calls to conduct personal business, it appears to have been sufficiently incidental that it does not rise to the level of a violation of any workplace regulation.

26. Mr. Swanson shared video footage by email with his husband, Attorney Nicholas Seldon. Mr. Swanson's argument as to why he did this was that he considered it to be a request for free legal advice, knowing his husband was an attorney, who had apparently provided legal advice to the Department at some point prior to this event. Despite Mr. Swanson's representations, he made no request for legal advice in the emails, and Mr. Seldon certainly did not provide any genuine legal advice. Mr. Swanson was sharing video with his husband because he found it amusing, and because he thought his husband would as well. There was certainly no law enforcement basis to share the video, nor was there any evidence the Village had engaged Mr. Seldon to provide any advice or counsel regarding this issue.

27. As to Mr. Swanson's work schedule, which appears to have been fairly irregular, there was no evidence Mr. Swanson had ever requested any degree of flexibility from his supervisor, Manager Duffy. Manager Duffy, for his part, indicated he would have considered a flexible schedule, had there been sufficient coverage to make it work. Presumably, Manager Duffy could only have considered such an entreaty had there been an actual request. The only conclusion to be drawn from this, is that Mr. Swanson believed he could do what he wanted, when he wanted. He may have been under the impression his irregular schedule had a minimal impact on Department operations, or on the safety and security of the residents of Woodstock. He may also have believed there would be no repercussion, given the lack of onsite supervision.

28. Various employees indicated they would leave if Mr. Swanson were to remain as Chief. After the hearing, two officers submitted emails on Mr. Swanson's behalf indicating they would *not* leave if Mr. Swanson were to remain. The challenge with these emails is that the officers sent them to the Board's counsel after the evidentiary portion of the hearing, meaning that Manager Duffy had no opportunity to examine them in the hearing. Given the fact that other witnesses had testified as to these officers' intentions, there may have been some inaccurate testimony on this issue.

29. Of course, it can be a significant challenge where employees are considering leaving an organization. It is even more of a challenge for the employer where employees use their potential departure as a possible leverage point to seek the discipline of an employee ("I will leave if you don't discipline this employee"), or as a shield to defend the employee from potential discipline ("If you discipline this employee, I will leave"). Because of the considerable evidence in this case, the Board does not attempt to balance the departure considerations as one of the bases for discipline. Rather, the Board, in its role as employer, issues this decision based on its separate belief that it is appropriate to uphold Manager Duffy's discipline based on the entirety of the record.

30. Mr. Swanson has suggested that, because of the Employment Agreement which indicates he may only be "terminated" "for cause" from his position as Chief, the Village lacks the power to take any less severe adverse employment action against him, such as a demotion from Chief to Police Officer. The Employment Agreement references 24 V.S.A. § 1233, which is actually one of the statutes governing the Town Manager position. That statute, entitled, "Qualifications; authority of selectboard," states, "[s]uch a manager shall be selected with special reference to his or her education, training, and

experience to perform the duties of such office and without reference to his or her political belief. In all matters he or she shall be subject to the direction and supervision and shall hold office at the will of such selectboard, who, by majority vote, may remove him or her at any time for cause.” While this is clearly an incorrect statutory reference in the Police Chief’s Employment Agreement, it is harmless, and may even have been intentional, in that the statute provides equivalent protections to those found in 24 V.S.A. Ch. 55, the chapter governing police officers. The relevant statutes in Chapter 55 state, “[p]olice officers] shall be sworn and shall hold office during good behavior, unless sooner removed for cause, or in the case of temporary police officers, for the term specified. Such appointment, oath, and removal shall be in writing and recorded in the office of the clerk of the municipality.” 24 V.S.A. § 1931(a). Next, 24 V.S.A. § 1932(a), entitled, “Negligence of officer; suspension; hearing,” states in pertinent part, “[w]henever it appears to the appointing authority by its own knowledge or when informed by a written petition signed by one or more responsible persons that any regular officer has become negligent or derelict in the officer’s official duty, or is guilty of conduct unbecoming an officer, the appointing authority shall set a date for a hearing before the legislative body upon the complaint, and shall give at least seven and not more than 15 days, written notice to the accused officer stating particularly the complainant, the charges against the officer, and the time and place of hearing. The legislative body may suspend such officer from duty pending a hearing.” Subsection (d) of that statute goes on to state, “[i]f the legislative body [...] finds after considering all the evidence offered in such hearing, that the officer is guilty of the charges as offered, the legislative body shall have the power by majority vote to remove the officer or to suspend him or her without pay for a period of time not to exceed 60 days.” The

Employment Agreement must be read in conjunction with the statute, as the Village has no more power than the Legislature does to confer or extinguish employee rights. The Board views the statute as containing the necessary implied authority to empower a variety of forms of discipline, from the far extreme of removal, to the less punitive suspension for a period of time not to exceed 60 days. Within that framework, the statute authorizes demotion from Police Chief to Police Officer, for example, and the evidence in this case supports the Manager's demotion.

31. The 2024 Personnel Policy applies to Manager Duffy's demotion of Mr. Swanson, and not any earlier version. Mr. Swanson had, in fact, acknowledged his receipt of the 2024 Personnel Policy just days prior to Manager Duffy placing him on leave in October 2024. While Manager Duffy did not explicitly state that he was referring to the 2024 Personnel Policy, he indicated in his February 23, 2025 letter to Mr. Swanson that he was relying on Sections 4.4 and 9 of "the Personnel Policy." There is no "Section 4.4" or "Section 9" in the 2020 Personnel Policy, but those provisions do appear in the 2024 version. Moreover, the 2020 Personnel Policy uses Roman numerals for section headings, while the 2024 Personnel Policy uses Arabic numerals, as Manager Duffy referenced in his February 23rd letter. The import of relying on the 2024 Personnel Policy is that it provides a listing of potentially violative conduct, and indicates that,

[e]mployees are prohibited from engaging in conduct listed below and may receive discipline, up to and including termination, for doing so. This list has been established to provide examples of behavior that could warrant a range of disciplinary sanctions. Appropriate levels of discipline may be based on the severity of employee conduct. This list is not exhaustive.

The obvious conclusion is that the Policy does not require that the Village as employer follow any particular progressive discipline. Here, given the copious evidence of Policy

violations, it was appropriate to bypass less-severe discipline in favor of demotion to the police officer rank.

32. Mr. Swanson inquired during the pendency of this decision as to whether it would be a public record. The Board considers this decision to be a public record exempt from disclosure under 1 V.S.A. § 317(c)(7) as a “personal” document. Accordingly, the Board issues a copy to Mr. Swanson because it is his appeal, and also issues a copy to Manager Duffy, as it was his decision to issue discipline on behalf of the employer. If Mr. Swanson wishes to share this document with any third parties, that is his prerogative.

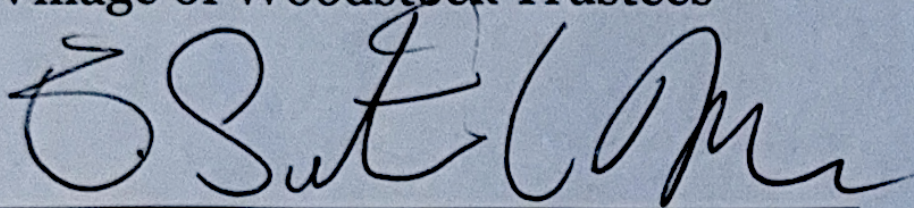
ORDER

Given the foregoing, the Board of Trustees hereby ORDERS and ADJUDGES that Municipal Manager Duffy’s decision to demote Chief Swanson be upheld in its entirety, and that Chief Swanson’s appeal be DENIED.

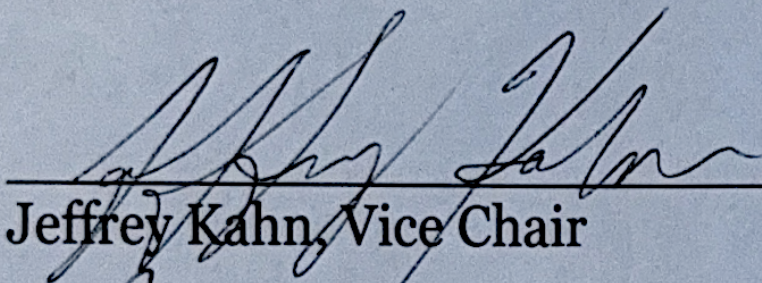
SIGNATURES ON FOLLOWING PAGE

Dated at Woodstock, Vermont this 17th day of April, 2025.

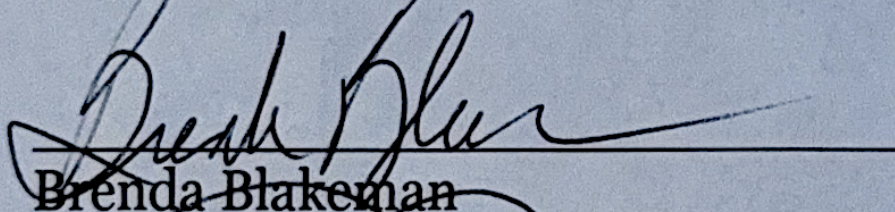
Village of Woodstock Trustees



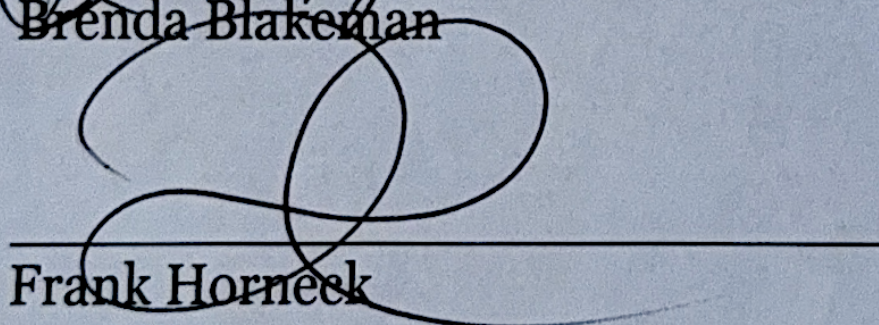
Seton McIlroy, Chair



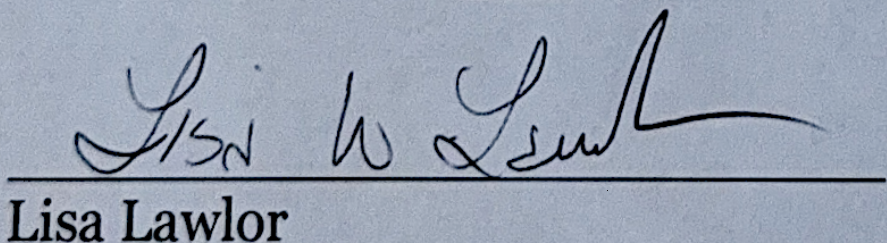
Jeffrey Kahn, Vice Chair



Brenda Blakeman



Frank Horneek



Lisa Lawlor

APPEAL RIGHTS: Pursuant to Vermont Rule of Civil Procedure 75, you have the right to take an appeal to the Vermont Superior Court, Windsor Unit, Civil Division, within 30 days of the date of this decision.