## JURIER-IOURNAL

Wednesday, August 16, 1978

## Diocesan Statement on J. Salter's Dismissal diocese will not comment

The Catholic Diocese of Rochester holds that the dismissal is a personnel . matter that has followed just diocesan procedures, including a system of due process for the resolution of conflicts such as this.

For the year previous to the termination of Mr. Salter's contract, difficulties in the ad-ministration of the Office of Human Development and appropriate communications with the Director of Social Ministry were the subject of personal meetings and written communications between Mr. John R. Salter Jr. director of the Office of Human Development) and Rev. Charles Mulligan (director of Social Ministry), Mr. Salter's immediate supervisor.

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Corrective measures failed, and a complete breakdown in communications occurred. Matters then came to a head. Termination of Salter's contract happened only after consultation with him in which he refused to resign.

At his request, Mr. Salter met with Bishop Hogan. Subsequently he requested entry into diocesan due process. Fr. Mulligan submitted to due process and was in conciliation when Salter withdrew voluntarily. Despite the fact that a campaign was launched to mount public sympathy for Mr. Salter, the diocese has remained continually open to use of due process procedures. The sequence of events is listed below.

Mr. Salter's contract explicitly indicates that termination may occur in this fashion; i.e., by the decision of either party with thirty (30) days notice or pay in lieu thereof. (Nov. 1976) A full written explanation of reasons for termination were given to Mr. Salter which he is free to make public. Until such a time as he does so, the

on these reasons.

The aborted attempt at due process is extremely unfortunate for all concerned. On July 25th, Mr. Salter was assured that conciliation would be completed in ten (10) days. Statements that the due process machinery is invisible or inaccessible are contradicted by the frequent publicity given in the Courier-Journal, the diocesan newspaper, letters to priests; and parish council presidents, and by the publication of the names of the chairpersons and lists of the members of conciliation and arbitration boards contained on page 38 of the diocesan directory.

We stand by our decision to terminate Mr. Salter's contract, which was made only after much reflection and con-sultation. We are not willing to consider reinstatement or pay in the interim except as the outcome of binding arbitration. However, we stand ready to continue our participation in due process.

## Sequence of Events

• June 8 notification by C. Mulligan of B. Hogan regarding intent to request J. Salter's resignation. Letter from C. Mulligan to J. Salter requesting resignation.

• June 9 letter from J. Salter to B. Hogan requesting a meeting.

• June 14 communication from C. Mulligan to B. Hogan giving reasons for requesting resignation.

• June 19 meeting of B. Hogan with C, Mulligan and J. Salter. Salter presented with reasons in writing and opportunity to discuss each point. Meeting of B. Hogan and J. Salter. Bishop Hogan upholds termination of contract. C. Mulligan notified of decision and letter of termination sent by C. Mulligan to J. Salter. • June 27 J. Salter

requests clarification of two ground rules of the due process in the form of "If I were to pursue the process of conciliation . . . . " would there be full pay in . the interim arbitration and binding the diocese.

• June 27 D. Hetzler requests 'preliminary response' of C. Mulligan to 'initiating statement' of J. Salter.

• June 28 G. Wiant assumes directorship of the Office of Human Dev.

• June 28 C. Mulligan requests clarification from D. Hetzler of J. Salter's

apparent conditions of entry into due process indicated in June 27 letter. C. Mulligan requests of diocese if process is<sup>\*</sup> "underway."

• July 5 B. Hogan points out diocesan due process to G. Hoffenberg.

• July 7 B. Hogan responds to J. Salter's questions, indicating binding nature of arbitration but refusing continuation of salary in the interim (as due process guidelines indicate).

• July 10 D. Hetzler requests C. Mulligan's

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'preliminary response" without reference to June 28 letter requesting clarification.

• July 12 D. Hetzler clarifies apparent "conditions" and process underway.

• July 14 C. Mulligan gives 'preliminary response'; names candidates for conciliators.

• July 24 C. Mulligan agrees to two conciliators, is given ten day deadline to complete conciliation with Salter.

• July 25 J. Salter

withdraws from due düring process conversation with D. Hetzler negotiating second conciliator; ten day deadline given for completion of due process.

> Charles J. Latus Secretary to the Bishop

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