

Mobilization Agreement Suggestions

(Updated May 2002)

1. Specify a reasonable time for the chaplain's absence. 90-180 days is a minimum.
2. Make provisions for relationship between chaplain and church/employer should mobilization period exceed 180 days.
3. Make provisions concerning the use of the manse (where provided) or disbursement of any housing allowance normally paid to the chaplain while absent on mobilization. Normally a chaplain will begin receiving the military benefit Basic Allowance for Housing (BAH) within 30 days of mobilization. Church employer might reasonably expect chaplain whose family remains in a manse to pay a fair-market rental value to the church after 30 days. If the employer provides a housing allowance, said allowance may be adjusted or curtailed as soon as the first BAH payment is received. A reasonable period of time to allow a family to remain in the manse would be six months.
4. Make provision regarding other benefits such as allowances, stipends, pension, medical plan costs, insurance, use of church/employer-owned car, etc. Federal law mandates that an employer pay vested accrued pension dues for up to five years from date of initial mobilization or extended active duty. Employers are provided by law with a period of time following release from active duty to make up these dues. Medical insurance dues may be continued by the employer on behalf of the chaplain's family and a recommended period is 30-90 days. While the chaplain and family members become eligible for military medicine, CHAMPUS and TRICARE within 30 days of mobilization, it is reasonable in locales where there are limited military facilities, that the chaplain's family will wish to remain with their primary care provider under their church provided medical insurance carrier. (Federal law does not mandate that an employer continue medical insurance during a period of mobilization, only that the member is offered full restoration in the medical plan upon release from active duty.) BOP-provided Death and Disability coverage can be maintained while mobilized IF the employer maintains paid up premiums (1% of effective salary as dues).
5. Consider how congregation will seek a pulpit supply and other ministerial coverage for emergencies. (This is most important for National Guard chaplains who may be activated for shorter periods of time during natural disasters, etc.)
6. Contact presbytery for appointment of a temporary session moderator, if applicable.
7. Include a signed Mobilization Agreement with Terms of Call for presbytery approval and acknowledgement. Make provisions for modification or termination of agreement as needed. Refer to church's constitution and/or Book of Order. Remember that federal law takes precedence over less generous provisions of a Mobilization Agreement. A copy of all signed and periodic updated Agreements must be sent to the Presbyterian Council for Chaplains and Military Personnel in Washington, D.C.

Specific Issues and Suggestions

Chaplains in the Reserves and National Guard are expected to serve one weekend drill per month and two weeks of active duty for training (ADT) each year. The church/employer may agree to absorb the costs of pulpit-supply or substitute clergy during these normal periods. Employers may negotiate with their clergy in **Terms of Call** to provide the extra two weeks as additional vacation with or without pay and may ask the chaplain to reimburse pay for a visiting preacher. Normally pension, medical, and housing benefits should be continued by the employer during these periods. A **Mobilization Agreement** should address provisions during longer periods of absence. Church employers may wish to agree to an initial period of time during which they will continue the normal payment of pension and medical dues, however federal law only guarantees pension dues (not medical insurance dues) and does allow that the payment of dues be suspended during the mobilization period. These dues must be made up by the employer upon return of the chaplain to his civilian employment.

Under Federal statute the jobs of Reservist and National Guard personnel are protected for five years. However this may not be practical for clergy and churches and other arrangements should be discussed and agreed in advance. Insure that the chaplain, the session, and the presbytery are in agreement on the provisions under which the chaplain and family will be provided for if the chaplain is deployed or mobilized. Chaplains and their employers should become familiar with the provisions of the federal law: Uniformed Services Employment and Reemployment Rights Act of 1994, specifically section 4312 on reemployment rights, and section 4318 regarding pension benefits. The law may be found on the web at www.esgr.org/userra.html. Normally a resignation does not preclude return rights provided by USERRA unless these are specifically waived in writing.

Death and Disability coverage from BOP- PCCMP has a signed interpretation dated 19 February from BOP that reads “We have determined that we will allow churches to make payment for pension and death and disability benefits without paying for medical benefits.” It is strongly recommended that chaplains negotiate with their employers for continuation of payment of 1% of effective salary to keep premiums paid up and Death and Disability coverage from BOP in force.

IMPORTANT NOTE- While all employer-paid pension dues are protected for all clergy-chaplains by USERRA, Presbyterian Church(USA) chaplains are also covered by the Chaplains Deposit Fund (CDF), administered by the Presbyterian Council for Chaplains and Military Personnel, in Washington, D.C. If a PC(USA) chaplain serves on active duty, either as a mobilized augmentee or for initial extended active duty, this service may qualify him/her for a pension escrow credit which may be redeemed at retirement (normal age 65) **if the chaplain fails to earn a military pension**. All CDF escrow credits are surrendered if the chaplain earns a military pension.

Reserve and National Guard chaplains remain members of their presbyteries which have given approval to serve and to occasionally “labor outside the bounds.” Chaplains should keep presbytery informed of active duty location and prospect for duration of deployment.

A copy of the signed Mobilization Agreement should be sent to The Presbyterian Council for Chaplains and Military Personnel (PCCMP), in Washington, D.C. The PCCMP is to be notified whenever a chaplain is mobilized. Activated chaplains are to report quarterly to PCCMP and presbytery using a form provided by PCCMP.

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**MOBILIZATION AGREEMENT
BETWEEN
(NAME OF CHAPLAIN)
AND
(NAME OF CHURCH/EMPLOYER)**

DATE _____

Rev. _____, as a Reserve/National Guard chaplain, is subject to mobilization to active duty upon order of the President, Congress, or Secretary of Defense. The above named chaplain and this church/employer _____ of (City and State) _____, in the Presbytery of _____, commit that the following agreement will take effect at 12:01 AM of the day following mobilization.

1. Rev. _____ will be relieved of all responsibility to the employer in order to report for active military duty.

It is understood that Federal Law USERRA is binding on the employer and the chaplain and that return rights to employment are guaranteed for five years.

2. Immediately upon notification of mobilization, the Executive Presbyter or Stated Clerk of the presbytery will be notified, and in turn notify the Committee on Ministry. Rev. _____ remains on the rolls of presbytery in good standing as the presbytery has previously granted permission for him/her to serve as a chaplain and to occasionally serve "outside bounds of presbytery."
3. The Committee on Ministry/Presbytery shall appoint a moderator of the session of _____ and will work with the moderator and session to arrange for pulpit supply and pastoral care.

4. Financial conditions:

A. All salary and allowances shall continue for a period of 30 days.

B. Rev. _____'s family will be allowed use of the manse at no charge for up to _____ months or until 30 days after such time as the chaplain begins drawing Basic Allowance for Housing from the military, at which time the chaplain will pay \$ _____ per month to the church for rent and utilities of the manse. At the end of six months, residence in the manse and rent payment may be continued by mutual agreement on a month-by-month basis.

C. The employer will continue payment of pension dues to the Board of Pensions for 90 days following mobilization and any additional dues incurred (up to five years) in accordance with provisions outlined in federal law.

SAMPLE MOBILIZATION AGREEMENT – CONT. SAMPLE SAMPLE

D. The employer will continue medical coverage dues for the chaplain and family for 90 days following mobilization (or less, once notified by the chaplain that he/she and family are covered by military medicine and/or are enrolled in CHAMPUS or TRICARE (military medical programs.)) Medical and dental supplement allowances will remain in effect as long as medical insurance dues are paid.

E. All other allowances will continue for the first 30 days of mobilization.

5. These items are meant to be a minimum guideline to support and maintain the pastoral relationship between Rev. _____ and _____ (employer)_____. Implementation of these items requires trust, good faith, and close cooperation between the parties and _____ Presbytery.

Signed by _____ Name of pastor/employee _____ Date _____

_____ Clerk of Session/employer _____ Date _____

Approved by Congregational Meeting on (Date) _____