Rules and relationships

By Chaplain Allen Vaughan

If you were a fly on the wall in our home, the following conversation might be overheard around dinnertime:

Child: "I want some more chicken."

Parent: "Can you ask that a little more politely?"

Child: "I want some more chicken… please."

Parent: "The proper way to ask is: 'Please, pass the chicken.'"

Child: "Dad, no one ever talks like that anymore. Why do I have to?"

In some ways, my son is right. No one talks like this anymore. At least as far as I can tell, many of his friends don't speak to each other using anything I recognize as common courtesy. I don't hear polite dinner conversations coming from families portrayed on TV. And, being rude is actually considered funny and acceptable, nowadays.

So why should my sons be concerned about being polite or courteous? Why should manners even matter anymore? As a parent, I try to help my sons understand that using proper manners is more than habitually following some old fashioned rules for social behavior. Rules are not simply about what is right and wrong, nor are they put in place just to make children miserable, though it may seem that way. I tell them, "Rules are about relationships."

Following the rules, which includes the use of proper manners, demonstrates respect for others and conveys a message that you actually care enough to take another person's feelings into consideration.

Paul Tillich, a well-known German theologian who lived in the early 1900s, spoke about sin as something more than breaking God's rules. He said that sin is separation, or estrangement, from God, from others, and from self. In other words, what happens when we break the rules (or when we sin), is that we break the relationship we have with God and others.

Rules and etiquette, customs and courtesies, are often in place to maintain and even improve relationships, whether it is with your family, your co-workers, your neighbors or complete strangers. Very often, when I am counseling couples who are struggling with their marriage, I find that common decency, simple respect and basic manners are altogether absent in their daily conversations.

If you feel like you or your family members need a refresher course on manners, you can always read the "Miss Manners" advice column in your favorite newspaper; you can read books on the subject by Emily Post or Amy Vanderbilt; or you can simply remember what your mother always told you when you were growing up.

Injecting a little bit of etiquette and a whole lot of common decency into your conversations, will do wonders for your relationships with the people you love and people you barely know. I thank you for your kind attention.

Practice safe parking in Japan

By Michael Kretschmer, CFAY Safety Office

Why do the Japanese back into parking spaces rather than pulling straight in? Put simply, it is because it is the safest manner to park. When backing out of a parking space, a driver's field of vision is generally limited to directly behind the vehicle and prevents a driver from seeing other vehicle traffic approaching, which results in the majority of collisions in a parking lot.

Backing in allows the driver to ensure that there are no obstructions before parking the same as when pulling in, however, when leaving the parking space, it is much safer because it allows for the driver to have a maximum field of vision of the roadway or parking structure.

After moving the vehicle forward only a few feet, the driver's field of vision is increased dramatically allowing for approximately 180 degrees of sight along the roadway or parking area reducing the risk of a collision when exiting the parking stall.

The process is simple, but as with any skill, it takes practice and experience to become proficient at backing a motor vehicle into the confines of a parking space safely. Developing the skill is even more important here in Japan because land is so expensive the parking spaces often are much narrower than what we are used to in the United States. There are two basic 'backing in' processes that most drivers use when parking, looking over the shoulder and using the side mirrors or a combination of both.

Looking over the shoulder. Looking over the shoulder while judging the distance to other parked vehicles using depth perception is a process that works but requires that the driver have very good depth perception and ability to judge how far the vehicles bumpers stick out from the trunk and hood of the vehicle. Persons with good judgment and depth perception may never have an issue when backing in using this method.

Using side mirrors. Using the side mirrors and rear view mirrors when backing in may be a better option for those with less than perfect depth perception because the painted lines for the stall provide a fixed point with which to judge where your vehicle is in relation to the other parked vehicles and spaces. Again, it takes practice and experience to become proficient.

Need somewhere to practice? Find any public parking lot where there is little to no traffic and practice. Practicing in the dark is highly recommended as it will help train your eyes and mind to adjust to the visual differences between parking in the daylight versus the dark.

Bottom line is "back in" when you can as it is safer when exiting a parking space and become proficient at backing your motor vehicle by practicing using whichever technique works best for you. Ultimately it is you, your property, friends and family that are at risk of loss, damage or injury when any kind of collision occurs, and parking lot collisions can easily be prevented. Drive safe!

How the Service members Civil Relief Act protects you

By Lt. j.g. Matthew C. Cox, Navy Legal Service Office Pacific

The Service members Civil Relief Act (SCRA) was created to "protect those who have been obliged to drop their own affairs to take up the burdens of the nation." The SCRA should not be thought of as a mechanism to avoid liabilities, but instead as a means to effectively address the service member's civil legal issues.

Who does the SCRA protect? The SCRA applies to service members, which includes members of the armed forces on active duty, National Guard members called to service for a period of more than 30 days or when responding to a national emergency, commissioned officers of the Public Health Service and National Oceanic and Atmospheric Administration, and active duty reservists when activated. Some provisions apply to family members of the service member.

How does the SCRA protect service members? The SCRA allows for stays of proceedings. The SCRA will not allow a service member to completely escape being sued. However, it will allow for the postponement of a suit that has already been filed. Upon request, a court should postpone a pending lawsuit for 90 days. A service member may have to show that his or her ability to be present for the lawsuit is materially affected by his or her service. A service member's command should make a request to the court for the postponement of the lawsuit as soon as possible.

Termination of residential, automobile and, or cell phone leases. Under certain circumstances, a service member may be able to cancel residential, automobile and, or cell phone lease contracts. For residential leases, the service member is allowed to break the lease if he or she enters the service, receives permanent change of station (PCS) orders, or is deployed for a period of at least 90 days. Landlords may not keep security deposits because a service member asserts this right.

For motor vehicle leases, a service member or a family member may terminate the lease upon entering into service for 180 days, receiving PCS orders from a location in the continental United States to a location outside the continental United States (OCONUS) or from a location in a state OCONUS to any location outside that state, to deploy with a military unit, or to deploy as an individual in support of a military operation. A motor vehicle lease is terminated once both the written notice and the car are returned to the lessor. The lessor may still recover late payments, monies for damage caused to the property by the member, and certain other legitimate charges already owed.

A service member may terminate or suspend a contract for cellular telephone service upon receipt of orders to deploy OCONUS for not less than 90 days or for a permanent change of duty station within the United States. The request to suspend or terminate shall include a copy of the service member's military orders. The carrier shall grant the request without imposing an early termination fee or allow for the suspension of the contract until the service member returns. The carrier should not extend the contract to make up for the time the service member was on deployment.

Eviction. A service member or a family member may not be evicted without a court order. If the service member's ability to pay the rent is materially affected by military service, a judge can stay the proceeding for 90 days. The general stay provision of the act is not applicable to evictions. The judge is authorized to order an involuntary allotment be taken out of the service member's pay if the land lord's claim is meritorious.

Mortgage foreclosure protection. The SCRA protects service members and family members against non-judicial foreclosures. If a service member defaults on his or her mortgage payments, a sale of the property, foreclosure, or repossession action is not valid unless there is a court order or a waiver from the service member. This protection is in addition to any state protections and extends 90 days beyond the service member's period of service.

Default judgments. If a suit is filed against a service member and the service member fails to appear at the court proceeding, the judge may grant the suing party a default judgment. This means the suing party wins and may collect the amount of the judgment from the service member. In the event a service member learns of a default judgment being ordered, the service member may request that the court re-open the case and allow the service member to assert a defense.

Can a service member waive his or her rights under the SCRA? The simple answer is yes. Generally, the waiver must be in writing and signed by the service member. As an added protection, the writing must be a document separate from the obligation to which it applies.

What does "material effect" mean? Many of the provisions of the SCRA require that there be a material effect on the service member in order for the service member to assert his or rights. A service member may be materially affected with regards to being present in court due to being deployed. Service members may also be materially affected if their ability to pay a debt has changed due to being activated, sent on deployment, or stationed in another geographic location.

This article is intended to inform service members and their families of SCRA protections in general. It is not intended to provide specific legal advice. If you have a problem that you believe may be covered by the SCRA, you should consult with an attorney. You may speak to an attorney for free by contacting your local military legal assistance office. For more information or to make an appointment, call 243-5141.