

Sample Statement and Computation of Liabilities and Credits for Violation of Renewal Agreement (JTR, par. 054914)

The [per diem](#) and [mileage rates](#) used in the following example are for illustrative purposes only and may not reflect current rates. Refer to the Defense Travel Management Office (DTMO) website for current temporary duty (TDY) [mileage rates](#) and the current monetary allowance in lieu of transportation ([MALT](#)) rate. The cost figures used are also for illustrative purposes only and are not correct, actual, or constructed costs.

Sample Statement of Liability and Credit: Violation of Renewal Agreement

Employment History	
Name, Designation, Grade	Richard A. Rowe, Administrative Assistant, GS-9
Official Station	Munich, Germany
Actual Residence	Buffalo, New York
Dependency Status	Single, no dependents
Service Record	Appointed July 1, 1990. Completed initial tour June 30, 1993. Signed renewal agreement July 1, 1993. Provided return transportation to Buffalo and after a period of leave, transportation to Munich, Germany, where a new tour began on August 20, 1993. Resigned January 15, 1994, for reasons not acceptable to the Department of the Army.
Travel and Transportation Allowances Liability or Credit	
Liabilities	
Round-trip rail transportation between Munich, Germany, and Frankfurt, Germany	\$28.00
Round-trip Air Mobility Command (AMC) transportation between Frankfurt, Germany, and McGuire Air Force Base (AFB), New Jersey	162.00
Round-trip transportation service between McGuire AFB and Philadelphia, Pennsylvania (airport)	7.00
Round-trip commercial air transportation between Philadelphia and Buffalo	52.00
Per diem to and from Munich, Germany (multiply number of days by appropriate rates)	16.00
TOTAL	\$265.00
Credits	
Rail transportation from Munich, Germany, to Frankfurt, Germany	\$14.00
AMC transportation from Frankfurt, Germany, to McGuire AFB	81.00
Transportation service from McGuire AFB to Philadelphia	3.50
Commercial air transportation from Philadelphia to Buffalo	26.00
Per diem from Munich, Germany, to Buffalo	8.00
TOTAL	\$132.50
Liability \$265.00 - Credit \$132.50 = \$132.50 due to the Government. There is no further Government liability.	
Statement approved:	
<hr/> A. B. Person, Civilian Personnel Officer January 17, 2011	

Per Diem, Travel, and Transportation Allowance Committee (PDTATAC)

Explanation: The civilian employee satisfactorily completed the service required by the initial service agreement so he is not liable for the travel and transportation allowances for travel from Buffalo to Munich. The civilian employee violated the renewal agreement prior to completion of 1 year of service so he owes the Government for round-trip travel and transportation allowances for travel from Munich to Buffalo. Since the civilian employee completed the first tour and he is authorized one return trip to Buffalo at Government expense, the civilian employee is given the credit of \$132.50. Return travel from Munich to Buffalo is at personal expense.

Scenario 1: A civilian employee is transferred from the Army Materiel Command Headquarters, Fort Belvoir, Virginia, to London, England, for a 3-year tour. The civilian employee has a spouse, son, daughter, and dependent parent. The spouse, son, and dependent parent travel to London with the civilian employee. The daughter remains at a school in the United States. The Government pays for transportation of 7,800 pounds (lbs) of household goods (HHG) to London. Total travel and transportation allowances are \$1,500.

Upon completion of the tour in London, the civilian employee signed a renewal agreement for a 2-year tour in Berlin, Germany. The civilian employee, spouse, and son returned to Washington for leave on renewal agreement travel. Before shipment to Berlin, 8,750 lbs of HHG were stored in London for 90 days. The dependent parent visited Paris and returned to London while the civilian employee was in the Washington, DC on leave. The civilian employee's daughter, who had remained in the United States, traveled at Government expense to Berlin with the civilian employee, spouse, and son. The civilian employee's dependent parent and the HHG were transported at Government expense from London to Berlin.

Prior to completion of the first year of the renewal agreement, the civilian employee was removed from the position and he or she separated from Government service due to misconduct. Since the removal resulted in a violation of the renewal agreement, the civilian employee is liable for the costs of transporting self, family, and the HHG from Berlin to Washington, DC. Since the civilian employee satisfactorily completed the service required by the initial service agreement, the civilian employee is not liable for the travel and transportation allowances for travel of self, spouse, son, and parent from Washington to London. There are no further allowances. No credit is allowed for HHG storage in London between tours of duty since the renewal agreement was violated before completion of 1 year.

Liabilities	
Transportation for self, spouse, and son from London to Washington, DC	\$627.00
Transportation for self, spouse, daughter, and son from Washington, DC, to Berlin	944.00
Transportation of dependent parent from London to Berlin	131.00
Per diem for the civilian employee from London to Washington, DC, and from Washington, DC, to Berlin	7.50
Per diem for spouse, son, daughter, and dependent parent from London to Berlin	6.00
Packing, drayage, and storage of HHG in London	140.00
Crating, drayage, transportation, and unpacking of HHG from London to Berlin	275.00
Miscellaneous Expense Allowance	1,000.00
Total	\$3,130.50
Credits	
Transportation of self, spouse, son, and dependent parent from London to Washington, DC	\$836.00
Packing, crating, drayage of HHG in London	90.00
Transportation, SIT, and unpacking of HHG (8,750 lbs) from London to Washington, DC	1,240.00
Per diem for the civilian employee, spouse, son, and dependent parent from London to Washington, DC	12.00
Total	\$2,178.00
Liability \$3,130.50 - Credit \$2,178	\$952.50
Due to the Government:	\$952.50

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Scenario 2: A civilian employee is recruited under a service agreement for a position in Okinawa, Japan, for a 24-month tour. The civilian employee is married and has one son. The civilian employee is provided travel and transportation allowances for travel to Okinawa for self, spouse, and son, but household goods (HHG) remain at the actual residence in Atlanta, Georgia. The civilian employee completed the required tour in Okinawa and was provided return transportation to Atlanta, after signing a new renewal agreement for a 24-month tour in Ankara, Turkey.

After a period of leave in Atlanta, the civilian employee, spouse, and 6,000 lbs of HHG are transported to Ankara at Government expense. The son remains in Atlanta to attend school and, at the end of 9 months, travels at Government expense under the renewal agreement from Atlanta to Ankara.

The civilian employee completed the tour at Ankara and signed a renewal agreement for a 2-year tour at Bremerhaven, Germany. The civilian employee was furnished return transportation to Washington, DC, but the spouse and son did not accompany. After a period of leave in Washington, the civilian employee was provided transportation to the new station in Bremerhaven. During his absence, the HHG was packed, crated, and shipped from Ankara to Bremerhaven, and placed in storage in transit (SIT) for 30 days prior to the family's arrival. The spouse and son were furnished Government transportation from Ankara to Bremerhaven.

The civilian employee serves 18 months under the renewal agreement, resigns to return to the United States to enter private business, and separates from Government service. Since the resignation is prior to the expiration of the 2-year tour, the civilian employee has violated the service agreement and he or she is liable for transportation costs from Bremerhaven to Atlanta. The tour in Okinawa was completed and civilian employee is not liable for any of the travel and transportation allowances paid. The tour in Ankara was completed and no liability exists for travel and transportation allowances paid. Although the civilian employee violated the Service agreement at Bremerhaven, because he served more than 12 months at Bremerhaven, he is not indebted for any of the travel and transportation allowances previously paid under the agreement.

The tour in Ankara was the tour completed immediately before the transfer to Bremerhaven. Any credits that may be available to offset the cost of return travel from Bremerhaven to Atlanta will be based on any allowance that could have been allowed for travel from Ankara to Atlanta.

Credits

Transportation for spouse and son (Ankara to Atlanta)	\$500
Transportation HHG (8,700 lbs gross packed and crated at time of violation) from Ankara to Atlanta	840
Packing, crating, drayage, and unpacking of HHG in Ankara and Atlanta	180
Total:	\$1,520

The cost of transportation for the civilian employee, spouse, and son, and HHG from Bremerhaven to Atlanta, is \$1,340. The civilian employee was authorized a credit of \$1,520. The credits accrue from the allowance that would have been paid to return to Atlanta after completing the tour in Ankara. Because the credits exceed the cost of transportation from Bremerhaven to Atlanta, the Government paid for all transportation to Atlanta.