

# International Work (Long Term Assignment) Guideline

## What is it?

This Guideline explains the terms and conditions to be considered and applied where employees are temporarily engaged to undertake International Work for a fixed period of greater than 12 months up to 3 years.

The terms and conditions included in this guideline are a guide only, and do not constitute a contractual entitlement for the employee. Specific terms and conditions should be considered and communicated to the employee for each short-term International Work assignment.

## Who is this for?

This Guideline is for RMIT University and all Australian entities (**RMIT**) and all members employees of those entities required to perform International Work who are employed under contracts formed under Australian law with a job located in Australia.

This Guideline does not apply to Academic employees undertaking work whilst on research leave or to employees who are recruited in the location where the International Work is to be undertaken.

## 1. Long Term International Work Agreements

- 1.1. During a long-term International Work assignment, the employee is assigned to the host location for a fixed period of time of approximately between 1-3 years duration (**The Assignment**).
- 1.2. For the duration of the Assignment the employee will usually become an employee of the host entity and take unpaid leave from the home entity.
- 1.3. The employee's responsibilities during the Assignment should be described in an agreement.
- 1.4. Where required the employee's substantive position may be back filled for the period of the Assignment.
  - a) At the end of the Assignment the employee will return to their substantive position or an equivalent position at the same classification.
  - b) For fixed term employees the Assignment should replace the existing employment arrangement completely if it is for a similar duration.
- 1.5. Prior to commencement the People Team must be contacted to put in place an appropriate offer for the Assignment detailing all employment terms applicable for the relevant period.
- 1.6. The Assignment cannot commence until the offer has been agreed and signed by the employee, the host manager, the home line manager (where required), and the applicable delegated authority.

## 2. Pre-Assignment

### 2.1. Hiring process

- a) Recruitment, selection and direct appointment processes will be managed in accordance with the [Employee Lifecycle Policy](#).

### 2.2. Budget/costing approvals

- a) The People Team should be consulted to assist in determining the level of support to be provided to the employee. The duration of the Assignment, tax implications, immigration requirements, and family size will be considered in assessing the required support. Once the level of support is confirmed the People Team will provide a cost estimate which will require approval by the relevant College/Portfolio/School. The People Team may engage RMIT's preferred external supplier to support this process.
- b) Arrangements for costs associated with the Assignment should be set up in accordance with RMIT's Financial Policies and Procedures. As part of these arrangements a nominated person should be authorised to approve financial transactions.
- c) Tax implications of the Assignment should also be assessed before agreement. The cost of obtaining any required advice will be charged to the applicable RMIT University entity or college/portfolio/school and sourced by the People Team.

### 2.3. Employment arrangement

Before leaving Australia, the employee must be provided with an employment arrangement clearly outlining the terms and conditions of the Assignment. This may include, but is not limited to, the following:

- a) Variation to existing employment arrangement or other documentation detailing terms of release/leave from RMIT in Australia during Assignment, including any changes to, or maintenance of, existing conditions.
- b) A position description outlining the accountabilities of the host location position.
- c) The planned duration of the International Work in the host location, including the likelihood of any extensions.
- d) The expected working conditions and hours.
- e) Salary and allowances.
- f) Accommodation arrangements.
- g) Travel arrangements.
- h) How parties can give notice to end the arrangement and what happens if the arrangement comes to an end earlier than initially expected.
- i) Personal income tax arrangements.
- j) Insurance arrangements.
- k) Health & Safety requirements.
- l) Personal effects/household goods arrangements.
- m) The necessary immigration, visa and work permit requirements.
- n) The fixed term employment arrangement will be confirmed in writing and subject to the employee meeting and complying with the necessary immigration, visa and work permit requirements.

## 2.4. Orientation

- a) Where required, the employee will receive a formal orientation and job briefing (with a position description). The Employee will also be given information on relevant policies, procedures, and the agreement conditions applicable.
- b) The host manager will provide the employee with information about the host location, safety and emergency procedures and contacts in the host location.
- c) The People Team will coordinate cultural awareness preparation via a 3rd party provider, including information about the culture and traditions of the host location if applicable. This will assist the employee in preparing for the Assignment and in raising awareness of the behaviours expected in the host location.

Accompanying family members will also be included in any cultural awareness training provided.

## 2.5. Passports, Visas and Permits

- a) Assistance will be provided to the employee, and accompanying family members, in obtaining any visa/work rights required in the host location via RMIT's preferred provider. RMIT requires employees and accompanying family members to fully comply with all immigration laws in their respective home and host locations. Work outside of Australia on behalf of RMIT must not be undertaken by an employee without obtaining the necessary travel documents and liaising with the People Team to ensure their visa and contract terms are coordinated in advance.
- b) It is the employee's responsibility to ensure they have a passport that is valid for at least 12 months after their expected return date to Australia, and that they have enough available pages in their passport. All costs associated with obtaining and/or renewing passports for the purposes of complying with this will be the individual employee's responsibility.
- c) RMIT University will meet the cost of any visas, work and/or residence permits, and other such documents required for the employee and accompanying family members for the purpose of the Assignment. The employee will be responsible for completing the appropriate forms and providing relevant and accurate information to the required parties.

Please note Visa/Work Permit options may limit the time in which the employee can be located in the host location and therefore the length of the arrangement.

## 3. Remuneration

- 3.1. RMIT aims to ensure that an employee is, to the extent possible, not financially disadvantaged because of undertaking an Assignment. The employee's remuneration package will be determined based on several factors.
- 3.2. The People team will advise the employee of how their salary will be paid. Payment will be made via the RMIT Australia payroll where possible.
  - a) Payment via a foreign payroll in the host location, and in the relevant foreign currency, may be required to meet legislative requirements in the host location.
- 3.3. Superannuation and/or pension contributions may be maintained as per current home location entitlements.
  - a) Please note that the potential tax benefits that can arise through salary sacrificing arrangements will not necessarily apply in the host location. As such, any salary sacrificing arrangements will cease from the commencement of the Assignment. There

may be an opportunity to continue contributions after tax. This should be discussed with the home Country payroll.

- 3.4. Employees may require personal financial advice to discuss any individual financial implications that may arise where superannuation/pension is maintained for the duration of their Assignment. Please note that each employee's circumstances may vary, and staff should seek their own advice.

## 4. Taxation

Tax is an important issue to consider for all Assignment, and employer and employee tax obligations should be clarified before the appointment is finalised. The tax implications may affect the duration of the Assignment and structure of the remuneration package. Employees will be required to seek independent tax advice which is relevant to their personal circumstances.

### 4.1. Taxation Briefing

- a) For these Assignments it is likely that the employee may have a tax obligation in the host location. The employee will have the option of a personalized taxation briefing by RMIT's preferred tax provider on any taxation implications that may arise in the home Country (pre-departure consultation) and the host location (post arrival consultation). A tax briefing typically covers the following:
- Determination of the employee's tax residency based on arrangement details and personal fact pattern.
  - Provision of information regarding the key tax implications applicable to the employee because of their Assignment (based on their residency status).
  - Advice regarding the income tax implications arising in respect of the employee's investments income streams (i.e. rental properties, shareholdings etc.) and how these investments may be impacted by the Assignment.
  - Practical guidance on any administrative considerations that the employee should be aware of to ensure that they are compliant while on their Assignment.
  - Summary of EY's services.

### 4.2. Taxation Protection

- a) Tax protection means that the employee will not, to the extent possible, be disadvantaged by international tax legislation on assignment. The underlying philosophy of the RMIT Tax Protection provision is to ensure that employees are no worse off in terms of taxation during their Assignment.
- b) Any increase in tax over and above what the employee would have paid on their income, had they remained in their home country, will be covered by RMIT. To support the tax protection provision, RMIT may arrange and pay for external tax advisors to provide tax return filing assistance to assignees during their assignments in both the home and host Countries. This service will be provided by RMIT's preferred tax provider.

Employees are required to, after reconciliation, settle any tax paid by RMIT on their behalf up to the amount they would have paid in their home country.

## 5. Health and Safety

- 5.1. The employee and any dependants accompanying them should undertake a medical briefing and health check before departure to the host location (in addition to any requirement related to the obtaining of a visa or work permit). This is to determine the employee's medical fitness for the Assignment, to allow time for any medically recommended vaccinations to be completed and to provide relevant and necessary information concerning health/medical conditions in the host location.
- 5.2. An employee with a pre-existing medical condition will require medical clearance to travel and work internationally, a letter from the employee's GP will need to be provided to the People Team. Any medical treatment required for an existing condition should be completed prior to the commencement of the Assignment.
- 5.3. At completion of the Assignment, the employee is encouraged to undergo a return health check.
- 5.4. RMIT will reimburse the cost of all health checks and necessary vaccinations for the employee of up to \$500 for both pre and post agreement expenses upon submission of relevant receipts.

### Overseas travel and health insurance

- 5.5. RMIT will provide expatriate health insurance cover for the employee and any accompanying dependants whilst working on Assignment.
  - a) The cover will be maintained via RMIT's preferred supplier, the cost of which will be charged to the applicable RMIT entity or school/department.
  - b) The employee will be provided with an application form and information pack.
- 5.6. It is the employee's responsibility to maintain, suspend, and upon repatriation recommence any existing health insurance cover.
- 5.7. If the employee or any accompanying family members requires emergency assistance whilst engaged on an Assignment, they should contact International SOS, RMIT's provider of 24 hour advice and assistance for medical, security or other emergencies.
  - a) Employees must check the latest security warnings prior to undertaking travel. The [Smart Traveller website](#) contains up to date information on travel security warnings.

## 6. Travel

RMIT will pay for all travel costs to and from the overseas location in accordance with the [Travel policy](#).

## 7. Household Effects

- 7.1. Reasonable and essential household and / or personal effects at an agreed quantity may be transported from the employee's home address to the host location, and back to the home address upon the employee's repatriation at RMIT's expense.
- 7.2. Items of unusual size, weight or nature such as motor vehicles, boats, collectables, bottles of alcohol, antiques and pianos are specifically excluded as are items of high value.
  - a) RMIT University will not pay for any costs incurred in relocating pets.

Guidelines for volume of household removal

- 7.3. Where an employee is eligible to have essential household and/or personal effects transported at RMIT's expense to their host location, they will be eligible for the effects to be transported by either ship and/or airfreight.
  - a) Single/couple – 20 cubic metres ship storage or 200Kg airfreight.
  - b) Family = 40 cubic metres ship storage or 500Kg airfreight.
- 7.4. Competitive quotes for a door-to-door transportation service and insurance will be obtained through RMIT's preferred removals management supplier.
- 7.5. Removal Insurance will cover all household items except jewellery. Any additional cost of insuring such valuable items will be borne by the employee. Also, where the goods exceed the approved volume, the additional cost will be borne by the employee and payment will need to be made directly to the removal management supplier.
- 7.6. Please note that goods should not be shipped until any required visa/work permit documentation and employment arrangement has been obtained.
- 7.7. RMIT University will pay customs and other duties applying to effects which are transported as part of the Assignment. This will cover such costs incurred both at the start and end of the Assignment and does not normally include items purchased whilst on the Assignment.
- 7.8. RMIT may reimburse reasonable storage expenses for personal belongings remaining in Australia (exclusions may apply).

## 8. Living Expenses

All employees will be responsible for paying their living expenses whilst on Assignment. This includes, but not limited to, expenses for groceries, entertainment, meals, etc.

## 9. Accommodation

### 9.1. Temporary Accommodation

- a) If permanent accommodation has not been secured prior to the employee's Assignment commencing, RMIT will pay for the cost of temporary accommodation for a period of two weeks. The host country will provide options for temporary accommodation.
- b) Such temporary accommodation will be of a standard deemed reasonable and which would be expected in Australia under similar circumstances. RMIT will also assist the employee to find suitable housing in the host location if required.

### 9.2. Permanent Accommodation

- a) For permanent accommodation, the employee is responsible for securing bonds, complying with the terms applicable to the accommodation (or other appropriate terms and conditions), including ensuring that the accommodation is left in a high standard of cleanliness, upon vacating the accommodation.

- 9.3. It is the employee's responsibility to make necessary arrangements for any property held in the home location during the agreement and arrange suitable accommodation at the end of the agreement.

## 10. Vehicle/Transport

- 10.1. The need for a vehicle for the long-term global agreement will be assessed on a case by case basis. In some locations it is not necessary, practical or safe to provide a motor vehicle. RMIT University will therefore take into consideration several options such as:

- a) Local transportation arrangements;
- b) Subsidy for vehicle rental; or
- c) Transportation allowance.

10.2. If the employee decides to purchase a car in their host location it will be at their own individual cost and responsibility.

## 11. Leave

### 11.1. Public holidays

- a) An employee on Assignment will be entitled to take any public holidays applicable in their host location.

### 11.2. Leave Entitlement

- a) An employee on a global agreement will be entitled to the annual leave entitlements of the host location. It will be expected that annual leave accrued during the global agreement period will be taken during the global agreement period.
- b) The Assignment will count as continuous service for long service leave purposes at RMIT in Australia.
- c) Leave balances held in the home location will be frozen for the period of the Assignment. Upon repatriation these balances will be unfrozen and available for use.

### 11.3. Sick Leave

- a) Accrual of sick leave entitlements will be in line with the host location policy.

### 11.4. Settling in/out leave

- a) Employees will be provided with paid leave to:
  - Move out of their home and settle into their host accommodation before commencing work; and
  - Move out of their host accommodation and settle back into their home before returning to work (if applicable).
- b) The duration of the settling in/out leave will normally be up to two days per occasion but may be extended based on specific requirements of the employee and the Assignment.
  - The leave will be paid as special leave by the Australian entity and should coincide with the two days before the Assignment commences in the host location and the first two days employment recommences at the home location.

### 11.5. Emergency/compassionate leave

- a) In the event of serious illness or death of an immediate family member (including the spouse's immediate family), or other serious emergency situation, RMIT will provide the employee and accompanying family members with three days of compassionate leave and return tickets to their home country.
  - Depending on the circumstances, this may be extended.

### 11.6. Home Visit

- a) During the Assignment RMIT will cover the cost of an economy return ticket to Australia once every 12 months for the employee and their dependent accompanying family members.

- b) For the duration of the home visit employees should use annual leave and no additional leave days will be provided.
- c) Where possible the home leave should be combined with a business trip to Australia.

## 12. Orientation

- 12.1. Depending on the host location, length of the Assignment and subject to approval by RMIT, orientation, security briefings, language training and cross-cultural training may be provided in Australia prior to departure to the host location. Please contact the People Team to assist with arrangements. An orientation briefing may also be provided upon arrival in the host location.
  - a) The extent of security / language training / cross-cultural training / orientation provided will dependent on the employee's familiarity with the host location.
- 12.2. Depending on the length of the Assignment, and subject to negotiation with RMIT, an orientation visit may be approved for the employee and any dependent accompanying family members.

## 13. Extensions

- 13.1. In the event that an extension to the Assignment is being considered a discussion with the People Team is required to review any tax or visa implications or restrictions. The retention of the employee's substantive position will need to be determined in consultation with the home country manager. RMIT will endeavour to maintain the employee's substantive position but this will not always be possible for an extended period of time.
- 13.2. Typically, Assignments do not exceed a total of 5 years. Where this might occur arrangements to localise the employee in the host country may be undertaken.
- 13.3. Once an extension has been approved by the delegated authority an addendum to the employment arrangement will be issued to the employee outlining any revised or additional terms and conditions.

## 14. Conclusion

The Assignment may need to be terminated early due to factors outside either the employee, or RMIT's, control. In this case, if the employee returns to Australia, all efforts will be made to place the employee in an appropriate position in line with the classification and role undertaken prior to the commencement of the Assignment.

### Termination of Assignment by employee

- 14.1. If the Assignment is terminated at the request of the employee, the employee may be liable to repay the relocation costs in accordance with the employee's employment arrangement. This will be in line with the following scale, which is based on a three-year contract:
  - a) Employee resigns within 12 months: 70%
  - b) Employee resigns within 2 years: 50%
- 14.2. In the event an employee resigns, the University retains the right to not pay for the employee and their accompanying family members return to Australia.

### Termination of Assignment by RMIT

- 14.3 In the event of termination (excluding misconduct and serious misconduct) of the Assignment by RMIT, RMIT will relocate the employee and their accompanying family members back to



Australia in accordance with the terms and conditions outlined in the employee's employment arrangement.

#### 14.4. Termination due to unforeseen circumstances

- a) An Assignment may need to be terminated early due to factors outside either the employee or RMIT's control (e.g. civil unrest or a natural disaster). In this case, if the employee returns to Australia, all efforts will be made to place the employee in an appropriate position.

## 15. Repatriation

RMIT will provide an equivalent level of support upon the completion, or early termination of the Assignment. This will include the relocation related provisions not the host location support.

## Document history

Version	Last updated	Authority	Author
V1.0	11 <sup>th</sup> May 2021	Employee Lifecycle Policy	Senior Manager PWR