

International Work (Short 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 between 3 months to 12 months.

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. Short Term International Work Agreements

- 1.1. During a short-term International Work assignment, the employee is assigned to the host location for a fixed period of time of approximately between 3 to 12 months duration (**The Assignment**).
- 1.2. For the duration of the Assignment the employee remains an employee of the Australian 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; and
- 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 employee's salary and superannuation/pension will continue to be paid via the home Country payroll unless applicable legislation requires it to be paid in the host Country. In addition to receiving a base salary, and depending on cost effectiveness and the employee's individual circumstances, the employee may receive one of the following to ensure they are supported appropriately during their Assignment:
 - a) Per Diem;
 - b) Expenses (e.g. RMIT credit card); or
 - c) Short term salary allowance(s).

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 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 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 adequate overseas travel and/or health insurance cover for the employee whilst working on Assignment.
- 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 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

The shipping of household effects is not covered by RMIT. RMIT may reimburse the employee up to \$500 for additional baggage.

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

The cost of appropriate fully furnished accommodation in the host location (e.g. serviced apartment of an approved standard) will be covered by RMIT. The method of payment will be outlined in the agreement letter or contract. It is recommended the employee book their accommodation when making travel arrangements, in accordance with RMIT [Travel Policy](#).

It is the employee's responsibility to manage any property held in their home location during the Assignment and arrange suitable accommodation in their home location at the end of the Assignment.

10. Vehicle/Transport

A vehicle will not be provided during the Assignment as accommodation will be provided close to the host working location.

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 Assignment will be entitled to annual leave entitlements of the home Country, these would normally be taken at the start or end of the Assignment. Any application to take leave is to be completed via the employee's home country process.

11.3. Sick Leave

- a) Accrual of sick leave entitlements will be in line with the policy applicable to the home country.

11.4. 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 with three days of compassionate leave and return tickets to their home country.

Depending on the circumstances, this may be extended.

12. Extensions

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. Once 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. Depending on the period of the extension it may be more appropriate to move to a long-term International Work arrangement.

13. 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.

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.

14.1. Termination of Assignment by employee

- a) 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.
- b) In the event an employee's resignation, RMIT retains the right to not pay for the employee and their accompanying family members return to Australia.

14.2. Termination of Assignment by RMIT

- a) 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.

14.3. 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.

Document history

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