

INTERNATIONAL ASSIGNMENT FOR MONASH AUSTRALIA STAFF PROCEDURE

SCOPE

This procedure applies where a University staff member, herein collectively referred to as 'you' for the purpose of this procedure, is required to work outside of Australia, on either a full time or fractional basis, for a period of greater than 90 days and less than 12 months (short-term assignment) or for a period of 12 months to a maximum of five years (long-term assignment).

Where a Monash Australia staff member will work outside of Australia for less than 90 days, the [International Travel \(Australian-based staff\) Procedure](#) will apply.

In this procedure, the Enterprise Agreement means the [Monash University Enterprise Agreement \(Academic & Professional Staff\) 2019](#) as applicable to you in accordance with your contract of employment. Links to relevant clauses are included in the definitions of this procedure.

PROCEDURE STATEMENT

This procedure provides a framework for decision making and subsequently supporting the international assignments of current staff from Monash University Australia.

International assignments are costly and typically trigger complex regulatory compliance issues and obligations for the University ('us', 'our' or 'we'), the home and host campuses and the international assignee. Therefore, careful planning and consultation with the Global Mobility Team is critical when arranging an international assignment. International assignments which are not properly planned may present significant regulatory, financial and reputational risks, which this procedure aims to mitigate.

This procedure applies to issues common for all international assignments from Monash University, Australia to ensure uniformity and equity throughout our global network. However, in order to provide due support to staff, the procedure affords flexibility and sensitivity to the local conditions of each country where Monash assigns staff.

1. The requesting department establishes a business need for the international assignment

- 1.1 International assignments are typically significantly more expensive than local hires, often costing up to twice the salary paid to you. Therefore, in order to appoint you, the requesting department must establish a clear business rationale and objective for the international assignment.

2. The requesting department consults with the HR Business Partner and the Global Mobility Team

- 2.1 International assignments can trigger significant regulatory compliance obligations for us, and for you. Failure to effectively identify and manage these obligations can result in civil or criminal penalties, as well as financial and reputational risks. Therefore, the requesting department must consult with their HR Business Partner and the Global Mobility Team prior to making any arrangements or offers relating to an international assignment.
- 2.2 The Global Mobility Team will:
- require details of the proposed assignment, including business rationale and objectives, proposed start date and duration, proposed level and salary, position description, desired candidate (of known) and other relevant information to be confirmed on a case by case basis;
 - investigate and confirm the potential compliance obligations, risks and mitigation strategies that apply to the proposed assignment;
 - provide advice on the appropriate remuneration and employment structure/s to manage compliance obligations and associated risks;
 - assist the requesting department and HR Business Partner in issuing a letter of offer to you, confirming the terms and conditions of the assignment; and
 - assist the requesting department to manage ongoing regulatory and compliance obligations such as visa applications, tax registrations, reporting and returns and international payroll.

- 2.3 Given the complex nature of international regulatory compliance requirements and processes, it may be necessary for the Global Mobility Team to engage specialist providers, such as tax, immigration or employment law specialists. These specialists may provide initial advice and/or manage ongoing obligations on behalf of us. The Global Mobility Team will confirm any third party provider costs prior to incurring them. Such costs are the responsibility of the requesting department and should be factored in to the overall assignment costing.

3. The Global Mobility Team in conjunction with the requesting department will confirm remuneration and benefits entitlements

- 3.1 In order to confirm the remuneration and benefits that may be applicable to an international assignment, the Global Mobility Team, in conjunction with the requesting department, will undertake a detailed needs analysis, including:
- whether the assignment is short or long term;
 - the cost of living in the host country;
 - any additional responsibilities that you will undertake;
 - the standard benefits offered to local workers in the host country, including leave and public holidays;
 - the demands of working and living in the host country;
 - your ability to maintain a lifestyle as comparable as possible to that in your home country; and
 - any potential for financial disadvantage to you as a direct result of the international assignment.
- 3.2 The remuneration, allowances and benefits offered to you must be within the scope of the [Guidelines for Terms and Conditions for Monash Australia Staff undertaking an International Assignment at another Monash Campus or Centre](#). The international assignment package must be approved in writing by the Director, Recruitment, Remuneration and Global Mobility (or delegate) and confirmed in a letter of offer to you.

4. The Global Mobility Team issues you with a letter of offer

- 4.1 You will be provided with a letter of offer, detailing the entitlements, obligations, term and conditions of your assignment. The letter must be signed by the Director, Recruitment, Remuneration and Global Mobility (or delegate) and should confirm:
- location and durations (including whether the assignment is short or long terms);
 - remuneration level, including any allowances;
 - benefits to be provided to you and, if applicable, your accompanying family, such as removal of household effects, temporary accommodation, insurance
 - leave and public holiday entitlements; and
 - your regulatory obligations, including taxation, immigration, social security requirements.
- 4.2 You must accept the offer by signing and returning the letter to the Director, Recruitment, Remuneration and Global Mobility before pre-departure preparation can commence.

5. You prepare for pre-departure

- 5.1 There are a number of arrangements that need to be coordinated prior to your departure. If you are preparing to relocate, we will provide some assistance to you, however you are expected to be active in preparing for the move and fulfilling the relevant compliance obligations.

Compliance obligations

- 5.2 Every international assignment letter of offer is conditional upon you and your accompanying family member(s), if applicable, holding valid passports, satisfying immigration requirements and being declared medically fit and appropriately vaccinated to live and work in the overseas location. While the Global Mobility Team will provide appropriate support, it is your responsibility to ensure that each of these requirements have been met prior to departure. Your responsibilities in this regard will include:
- complying with all instructions provided by the Global Mobility Team in relation to regulatory requirements, such as visas and taxation;
 - providing any documents and/or information required in order for regulatory requirements to be met in a timely way;
 - referring to the travel and advice provided by the [Department of Foreign Affairs and Trade](#) and taking into account recommended precautions for the host country, including registering your details with the [Smart Traveller](#) service;
 - complying with all the instructions provided by the [University Security Office](#); and
 - advising the requesting department and the Global Mobility Team of any significant changes in circumstances that could impact the compliance advice provided or the overall international assignment.

Travel bookings

- 5.3 Typically, you will be responsible for booking your own travel to the host country, as per the terms and conditions confirmed in your offer letter. In some cases, where agreed between you and the requesting department, assistance may be provided by the requesting department.

Other benefits

- 5.4 Where other benefits, such as removal and storage/shipping of household goods, short term accommodation or local transportation allowance have been offered, please refer to the [Guidelines for Terms and Conditions for Monash Staff Undertaking International Assignment](#) for confirmation of booking and/or initiation processes.

6. Support during the assignment

Workplace induction

- 6.1 As an international assignment also involves transition to a new work environment, which may be quite different to the environment to which you are accustomed, structured arrangements should be made to support you as you transition to your host location and throughout the assignment. These arrangements will vary depending on the length, nature and location of the assignment, and may include:

- induction by the host country supervisor and the local HR team; and/or
- remote support from the home country supervisor and the HR Business Partner (particularly where there is no support available in the host country).

Managing performance development

- 6.2 International assignments represent outstanding staff development opportunities in themselves. It is important to provide clear objectives and measurements for your performance, consistent with your goals, our goals and the goals of the host campus. This should be clearly incorporated into plans and objectives as part of the relevant [Performance Development Process](#).
- 6.3 Performance planning and assessment should be conducted jointly by the home and host country supervisors (unless there is no host country supervisor).

Maintaining contact and communication

- 6.4 You should also maintain contact with the faculty/work area if possible, i.e. faculty updates, operational plans or any major procedural changes or planning events.

Leave and public holidays

- 6.5 Your annual and sick leave entitlements will be confirmed in accordance with your letter of offer. However, the time of taking annual leave must be approved by the host country supervisor (or the home country supervisor if there is no such arrangement in the host country).
- 6.6 Other forms of leave, including leave in the case of a domestic emergency in the home country, may be granted at the joint discretion of the home and host country supervisors.
- 6.7 You will be entitled to public holidays in accordance with the host country's official public holidays without loss of pay. Assignees will not be entitled to public holidays under the clause [45.1](#) of the Monash University Enterprise Agreement (Academic and Professional Staff) 2019. If you are at a location that observes more public holidays, then you will enjoy the benefit in the host location, and if you are at a location that observes fewer public holidays than the number of holidays in clause [45.1](#), you will receive the shortfall as extra days of annual leave.

7. You complete the assignment and repatriation

Planning

- 7.1 Returning home and readjusting after an international assignment may be a difficult task for you. Repatriation planning should begin twelve months prior to the end of the assignment and should involve the home and host country supervisors, as well as the Global Mobility team.
- 7.2 Repatriation continues for the months immediately following your return to your home location, involving not only the physical relocation of you and any accompanying family, but also the provision of support in the home country work environment.

Physical relocation

- 7.3 The repatriation benefits that you are entitled to will be confirmed in the letter of offer, and the procedures mirror the pre-departure procedures outlined at Step 5. As is the case with pre-departure preparations, we will provide some assistance to you if you are preparing to repatriate, however you are expected to be active in preparing for the move.

Reintroduction to the workplace

- 7.4 Reintroduction of you to your former work environment is the responsibility of the home country supervisor, and planning should commence at least three months prior to repatriation. HR Business Partners will provide support in this regard where requested.

8. Additional information

- 8.1 If you do not require any or all of the relocation assistance offered, there will be no cash equivalent made available.
- 8.2 In the event that you resign before completing the assignment, a proportionate refund of the relocation assistance provided by us shall be made by you.

9. Breach of procedure

- 9.1 We treat any breach of our policies or procedures seriously. We encourage reporting of concerns about non-compliance and manage compliance in accordance with the applicable Enterprise Agreement or contract terms.

DEFINITIONS

Enterprise Agreement	The Enterprise Agreement means the Monash University Enterprise Agreement (Academic & Professional Staff) 2019 . Clauses relating to this procedure include: <ul style="list-style-type: none">• Clause 45 – University Holidays
Family	The international assignee, their partner and any children.
Financial disadvantage	Where the staff member will be financially out-of-pocket as a result of the assignment.
HR Business Partner	A key member of the Monash HR Business Partnering community and provides strategic advice, guidance and solutions that underpin key client goals, HR strategy and organisational vision to a particular client group.
Home Country	The country in which the international assignee normally resides when not on assignment to host country.
Host Country	The overseas country to which the international assignee is assigned.
International Assignee	Staff member employed on terms and conditions of Monash University Australia who is assigned duties at one of the University's operations requiring a period of residence outside of their normal country of residence and work. The term international assignee is not used to describe staff who undertake visits of less than 90 days to offshore operations in the course of business or staff undertaking Outside Studies Programme work at an offshore site. Nor does the term describe staff who are directly employed by separate entities such as Monash Sunway Campus.
Letter of Offer	For the purposes of this procedure, an offer of an international assignment or a variation to contract of employment, to assign a staff member to duties at a Monash campus or centre, which is located outside of Australia.
Long-Term Assignment	An assignment to a host country for a period greater than 12 months and less than five years.
Monash HR's Global Mobility Team	The centre of expertise (CoE) within Monash HR that is accountable for the development, maintenance and implementation of best practice procedures concerning the attendance of Visitors at Monash University campuses. This includes ensuring that Monash University complies with all relevant employment, tax and immigration laws.
Requesting Department	The department within Monash that has identified the need for an international assignment and is approving the costs of that assignment.
Short-term assignment	An assignment to a host country for a period greater than 90 days and less than twelve months.

GOVERNANCE

Parent policy	Employment conditions
Supporting schedules	
Associated procedures	<ul style="list-style-type: none">• International Travel (Australian Based Staff)• Recruitment, Appointment and Assignment to International Vacancies Managed from Australia
Legislation mandating compliance	
Category	Human Resources
Approval	Chief Human Resources Officer as delegate of the Chief Operating Officer – 12 February 2020
Endorsement	Director, Workplace Relations – 12 February 2020
Procedure owner	Director, Recruitment, Remuneration & Global Mobility
Date effective	12 February 2020
Review date	16 September 2019
Version	6
Content enquiries	ask.monash or phone Monash HR on (03) 990 20400