

# Example of a completed mobility arrangement

A mobility arrangement involving a permanent employee from a public sector entity performing work within a public service entity.

A chief executive of a public sector entity may enter into a mobility arrangement as provided for under section 82 of the *Public Sector Act 2022* (the Act).

A mobility arrangement can only be made with the consent of the person undertaking the mobility arrangement, and where the work or duties are to be performed for or within another entity, the chief executive, or appropriate office holder, of the other entity.

Mobility arrangements are temporary in nature and do not change the employment relationship between an employee and their employer.

This mobility arrangement is made in accordance with section 82 of the Act and Public Sector Commissioner directive 03/25: Workforce mobility (the Directive).

## Part A - Details

1. Person undertaking mobility arrangement	Name: Employee A	Phone: xxxx xxx xxx Email: EmployeeA@gmail.com
2. Duration of arrangement	Start date	End date
	3 November 2025	3 May 2026
3. Home entity	Commission for ABC (a public sector entity)	
4. Host entity	Department of XYZ (a public service entity)	
5. Work or role to be undertaken and performance expectations	Project Manager, Special Projects, Information and Communication Technology (ICT). The role will project manage the initial development stage of the upgrade of the ICT network.	

	<p>Key performance expectations:</p> <ul style="list-style-type: none"> <li>• Adherence to the Code of conduct for the Queensland public service</li> <li>• Identify any potential conflicts of interest and manage in accordance with the Act and Declaration of interests – public sector employees excluding chief executives (Directive 03/24)</li> <li>• Remotely manage a team across the state</li> <li>• Deliver key milestones within projected timeframes for the ICT Network upgrade – as outlined in the attached Project plan</li> <li>• Report key milestones to Executive Directors – as outlined in the attached Project plan</li> <li>• Resolve ICT Network issues</li> <li>• Manage procurement activities.</li> </ul> <p>Refer to the attached Role description for the full list of responsibilities.</p>
6. Direction and supervision	Perform work within Department XYZ (host entity) under the direction and supervision of Supervisor B during the mobility arrangement.
7. Work location (including travel requirements)	<p>Relocate to work in the office of Department XYZ (host entity) at 400 George St, Brisbane 4000.</p> <p>Continuation of existing flexible working arrangements under the agreed hybrid work cycle, between employee's place of residence and the departmental office (see Part C).</p> <p>ICT resources will be provided by Department XYZ (host entity).</p>
8. Applicable industrial instruments	<p>Queensland Public Service Officers and Other Employees Award – State 2015</p> <p>State Government Entities Certified Agreement 2023</p>
9. Remuneration	AO8/01
10. Hours of work	36.25 hours per week
11. Payroll arrangements	Salary will be paid by Department XYZ (host entity).

	<p>Salary and accrual of entitlements are to be placed on hold in Commission ABC (home entity) during the mobility arrangement.</p> <p>Department XYZ (host entity) will provide copies of Employee A's time and wages records to Commission ABC (home entity) during the mobility arrangement, to ensure Commission ABC meets obligations under the <i>Industrial Relations Act 2016</i>.</p>
12. Leave arrangements	<p>Leave balance will be transferred to Department XYZ (host entity) upon commencement of the mobility arrangement.</p> <p>Leave requests and approvals shall be in accordance with Department XYZ's (host entity) policies and processes.</p> <p>Leave taken during the arrangement will be paid at AO8/01.</p> <p>Leave balances will be transferred to Commission ABC (home entity) at the completion of the mobility arrangement.</p>
13. Primary duty of care under WHS legislation	<p>Department XYZ (host entity) has the primary duty of care for the duration of the mobility arrangement, as work will be performed within and under the supervision of Department XYZ (host entity).</p> <p>Workplace adjustments will be supported and continue during the mobility arrangement (see part C).</p>
14. Workers' compensation obligations	<p>Commission ABC (home entity) will maintain workers' compensation insurance for Employee A as a worker of Commission ABC (home entity) during the mobility arrangement, in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003</i>.</p> <p>Department XYZ (host entity) indemnifies Commission ABC (home entity) in respect of any workers' compensation claim made by employee A for an injury sustained while performing work within Department XYZ (host entity).</p>
OPTIONAL DETAILS	

15. Contact details for person in home entity (optional)	<p>Supervisor C, Commission for ABC</p> <p>Ph: xxxx xxxx</p> <p>Email: <a href="mailto:SupervisorC@CommissionABC.qld.gov.au">SupervisorC@CommissionABC.qld.gov.au</a></p> <p><a href="mailto:EmploymentRelations@CommissionABC.qld.gov">EmploymentRelations@CommissionABC.qld.gov</a></p>
16. Contact details for person in host entity (optional)	<p>Supervisor B, Department XYZ</p> <p>Ph: xxxx xxxx</p> <p>Email: <a href="mailto:SupervisorB@DepartmentXYZ.qld.gov.au">SupervisorB@DepartmentXYZ.qld.gov.au</a></p> <p><a href="mailto:HRServices@DepartmentXYZ.qld.gov.au">HRServices@DepartmentXYZ.qld.gov.au</a></p>
17. Right to review of employment status by home entity during arrangement (optional)	N/A

## Part B – Agreed terms and conditions

### 1. Health and safety

Under the **Work Health and Safety Act 2011** (QLD) (WHS Act), the primary duty of care is imposed on a person conducting a business or undertaking (PCBU). The PCBU can be different from a person's employer and includes people whose activities are influenced or directed by the PCBU.

Under a mobility arrangement, both the home entity and the host entity have obligations under the WHS Act.

The primary duty of care will be on the entity who has the day-to-day responsibility for the person's work, while the person is working. The host entity will ensure the person is properly inducted with the host entity including the host entity taking steps to ensure the person understands the host entity's workplace health and safety policies, and any other policies or procedures that would normally be communicated to new employees of the host entity including emergency evacuation procedures for the location at which the person will be working for the host entity during the mobility arrangement.

### 2. Workers' compensation and rehabilitation

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The home entity will maintain workers' compensation insurance for the person as a worker of the home entity.

The host entity indemnifies the home entity in respect of any workers' compensation claim made by the person for an injury sustained while performing work in the host entity.

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### 3. Confidentiality

Each party to the mobility arrangement agrees that it will maintain, and will ensure it or its employees, agents, contractors and associates maintain the confidence of the Confidential Information of the other party.

Confidential Information means information that is by its nature confidential, is designated by the party as confidential and which the person or entity knows or ought to know is confidential. This includes Personal information under the *Information Privacy Act 2009*.

Each party will ensure that it and/or its employees, agents, contractors and associates do not disclose any Confidential Information of the other party to any person, except:

- a. with the prior consent of the other party
- b. where it is necessary to fulfil and perform the duties under this arrangement, or
- c. where required by law or an order of the court.

Each entity party to the mobility arrangement acknowledges and accepts that the other entity may be required to disclose information, including Confidential Information, pursuant to the *Right to Information Act 2009*.

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### 4. Liability and indemnity

Where the mobility arrangement has the effect of the person performing work or duties within another entity, the host entity acknowledges that:

- a. it accepts the person to perform work within the host entity at the host entity's own risk; and
- b. the home entity is not responsible for the standard of work carried out by the person for the host entity.

Despite any other section of this mobility arrangement, the home entity will not be liable for any claim, in contract, tort, or otherwise, to the host entity arising from any act or omission of the home entity or the person in connection with the person's work for the host entity under this mobility arrangement, including any liability by way of negligence or arising from any duty of care which may exist. This paragraph does not apply to any liability arising under statute (including under the WHS Act) to the extent it cannot be limited or excluded.

The host entity indemnifies the home entity in respect of any claim made by, or liability to, any third party in connection with this mobility arrangement or the person's work for the host entity on a full indemnity basis,

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except to the extent that the claim or liability is occasioned by fraud, serious misconduct or deliberate breach of duty on the part of the home entity.

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#### 5. Conduct, behaviour and/or performance

Where the person is employed by a home entity to which the Code of Conduct for the Queensland Public Service (the Code) applies, the Code will continue to apply to the person for the duration of the mobility arrangement unless otherwise stated in the mobility arrangement. For example:

*If the host entity has a different (or additional) code of conduct or standard of practice, or additional policies or procedures that govern a person's conduct and behaviour in their work for the host entity, those different (or additional) codes or standards may apply to the person for the duration of the mobility arrangement and should be provided for in the additional conditions of the mobility arrangement.*

Where the work performed by the person for the host entity under the mobility arrangement is being performed in a public sector entity, the person's performance for the host entity will be managed in accordance with the positive performance management principles set out under the Act and the directive issued by the Public Sector Commissioner relating to positive performance management.

During the mobility arrangement the host entity may obtain from the home entity and provide to the home entity relevant information concerning the person's work performance and conduct, subject to compliance with any relevant laws.

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#### 6. Termination of mobility arrangement

The person's chief executive, or the chief executive (or appropriate office holder) of the other entity may end the mobility arrangement, subject to the relevant notice period required in accordance with the Directive.

If, at any time, during the mobility arrangement, the person ceases to be employed by the home entity, the person's mobility arrangement with the host entity automatically terminates on the date the person ceases employment with the home entity.

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## Part C – Additional conditions

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#### 1. Condition: Delegation

Details: The function of Manager is delegated to Employee A in accordance with Department XYZ's (host entity) Human resources management delegations and section 282(1) of the Act.

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#### 2. Condition: Criminal history screening

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Details: Employee A's engagement with Department XYZ (host entity) is subject to criminal history screening assessing suitability to perform relevant duties in the role of Project Manager, Special Projects, in accordance with the Public Sector Commissioner directive about suitability for employment.

### 3. Condition: Flexible work arrangements and workplace adjustments

Details: Employee A's existing flexible work arrangements and workplace adjustments will continue during the mobility arrangement.

- Flexible work arrangements: Hybrid work cycle, between private residence (2 days per week) and departmental office (3 days per week).
- Workplace adjustments: Provision of accessible communications, screen reading software and disability awareness training for team.

## Part D – Signed by the parties to the mobility arrangement

Party	Signature	Date
I, Chief Executive, Commission of ABC (home entity), agree to enter a mobility arrangement in accordance with the details, terms and conditions set out in this document		
I, Chief Executive, Department of XYZ (host entity), consent to the mobility arrangement in accordance with the details, terms and conditions set out in this document		
I, Employee A, consent to the mobility arrangement in accordance with the details, terms and conditions listed above		