TASMANIA

TASMANIAN INDUSTRIAL COMMISSION

CITATION: Payamreza Azimisolisian v Minister administering the State Service Act 2000/ Tasmanian Health Service [2026] TASIC 53

PARTIES: Payamreza Azimisolisian (Applicant)

Minister administering the State Service Act 2000 – Tasmanian Health Service (Respondent)

SUBJECT: Industrial Relations Act 1984, s 29(1A) application for hearing of an industrial dispute

FILE NO: T15153 of 2026

HEARING DATE(S): 22 October 2024, 16 December 2024, 1 September 2026

DATE REASONS ISSUED: 19 October 2026

COMMISSIONER: Commissioner T J Abey

CATCHWORDS: Alleged unfair termination – existence or otherwise of a contract of employment – is appointment contrary to s 37 of *State Service Act 2000* – conditions precent for existence of employment contract – found that Applicant was an employee competent to lodge s 29(1A) application – application lodged within statutory time limit – Directions issued

REPRESENTATION:

22 October 2024, 16 December 2024

Ms Baxter for the Minister administering the *State Service Act 2000*

Mr Spain for the Applicant

1 September 2026

Nicole Winton with Rhiannon Peck for the Minister administering the *State Service Act 2000*

Payamreza Azimisolisian the Applicant

PAYAMREZA AZIMISOLISIAN V MINISTER ADMINISTERING THE STATE SERVICE ACT 2000/ TASMANIAN HEALTH SERVICE [2026] TASIC 53

REASONS FOR PRELIMINARY DECISION HOBART, 19 OCTOBER 2026

[1] This is an application lodged pursuant to s 29(1A) of the *Industrial Relations Act 1984*. (the Act).

[2] The Applicant is an international medical graduate who obtained his medical degree from the Tehran University of Medical Sciences in Iran in 2003. He commenced working in Australia as a Resident Medical Officer (RMO) in November 2021 and was granted Australian Citizenship in 2023.

[3] The Applicant successfully applied for an RMO position with the Launceston General Hospital (LGH). The Fixed-Term Instrument of Appointment (IOA) dated 3 November 2023 provided inter alia that the offer was conditional upon meeting the registration requirements of the Australian Health Practitioners Regulatory Agency (AHPRA).

[4] The necessary application documents were duly submitted. On 18 April 2024 AHPRA advised that the Board had granted the application for renewal of limited registration and approval of the request for change in circumstances to practice as an RMO at the LGH with Level 1 supervision. The Board also required additional documentation be provided.

[5] This was followed by a series of at times confusing email exchanges between the Applicant and the LGH. This culminated in advice from AHPRA dated 24 July 2024 that the LGH "has withdrawn Payam's contract." This in turn led to the s29(1A) application being lodged on 31 July 2024.

[6] The Respondent's position is that:

- The Applicant was not an employee and therefore did not have the jurisdictional ability to pursue the application,
- In any event, the application was lodged outside the 21-day time limit.

[7] This matter was heard by Barclay P on 22 October and 16 September 2024. The President's term expired before the decision was written and the file was re-assigned to the Commission as presently constituted. A further hearing took place on 1 September 2026, and both parties have submitted written submissions and accompanying documents.

Sequence of Events.

[8] The IOA dated 3 November 2023 states:

> This offer of employment is subject to and conditional upon:
>
> - Meeting the registration requirements of AHPRA;
> - Both parties satisfying immigration requirements of the Department of Home Affairs; and
> - Evidence of current Working with Children Registration.

[9] The position was for a two-year contract commencing on 15 January 2024.There is some confusion as to dates around this time, but they do not appear to be material. I am satisfied that the offer was accepted by the Applicant on 5 November 2024.

[10] The Applicant states that at the time the IOA was executed, he held limited registration with AHPRA. He submitted a renewal application on 24 October 2023, and by operation of ss 107-108 of the Health Practitioner Regulation National Law, that registration continued until the renewal decision.[1] This contention was not contested.

[11] The AHPRA process required the submission of two key documents. Namely:

- Supervised practice plan and Supervisor's agreement for international medical graduates (SPAA-30)
- Request for change in circumstances for international medical graduates with limited or provisional registration (ACCL-30)

[12] The Applicant states that these documents were submitted to the AHPRA website on 13 November 2023. Further documents requested by AHPRA were submitted in December 2023 and January 2024. In February 2024 the advice from AHPRA was that the approval process would be on 5 April 2024.[2]

[13] The Applicant did not attend an orientation session at the hospital on 8 January 2024. Asked why, the Applicant said that he did not receive an invitation and that he did not yet have AHPRA approval.

[14] Between January and April 2024 there appears to have been a series of email and telephone exchanges between LGH staff concerning progress (or lack thereof) of the AHPRA process. Details of these exchanges are not available to the Commission.

[15] By correspondence dated 18 April 2024, AHPRA referred to the 5 April 2024 meeting of the Tasmanian Board and granted the *Request for change in circumstances* together with renewal of limited registration, albeit with level 1 supervision. AHPRA also required a *remediation plan* and a new SPAA-30.[3]

[16] On 24 April, the Applicant emailed Ms Goodluck (Administrative Support) as follows:

> Dear Toni
>
> I finally received the renewal from AHPRA. The SPPA-30 had to be amended as it should be Level 1. The last version I received from you on 19/10 was level 2 instead of level 1. Furthermore, they also asked to work at LGH only and I will add clinics at the time of upgrading to level 2 They also asked for the progressing plan as well.
>
> I amended, signed and attached both of them and would be grateful if you could kindly arrange for them to be signed by my seniors as well.
>
> Kind regards
>
> Payam

[17] Subsequent email exchanges appear somewhat disjointed but are included for completeness.

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[1] Applicant's submissions 1 August 2026.
[2] Email from Payam Azimi dated 30 April 2026. Respondent submissions 20 September 2024 annexure 10.
[3] Applicant submissions 10 September 2026 Attachment D3.

30 April 2024 Applicant to Dr Joshi[4]

> Dear Dr Joshi,
>
> It was my pleasure talking to you today.
>
> I received the Instrument of Appointment (IoA) from LGH on 3 November 2023, and completed documents were submitted to the AHPRA website on 13 November 2023. On 8 December, I received the first response from AHPRA, accordingly the officer asked for further documents from Launceston which I sent them to your HR promptly. I received those on 13 December from them and submitted them promptly. In the middle of January, they asked my previous supervisor to sign documents as well which were signed just by my co-supervisor, given he was away at that time. And again he was away at that time and those were completed in a couple of weeks. And finally, I received an email from AHPRA in February which mentioned that the approval would be issued on 5th April when the next committee is held. Looks like AHPRA committee is being held in Tasmania every 3 months.
>
> Today, you advised that I did not answer HR team appropriately, however I answered all of them promptly and respectfully. And I am happy to forward all of them if you want to look at them. I tried to send them to Dr Aran, but I could not find his email address.
>
> I am a GP/ED doctor with more than 15 years Australia/Overseas experience, who is so interested in working with you and your team. I am happy to extend my contract with you until 2026 to compensate AHPRA delay.
>
> Should you require any further clarification/information please kindly let me know.
> Kind regards,
>
> Payam

1 May 2024 Applicant to Dr Joshi[5]

> Hi Dr Joshi,
>
> I called and tried to talk to you, but I was advised to email you as you have meetings today.
>
> I owe you an apology to interrupt you when you were talking. Yesterday I was shocked when I heard you want to withdraw my contract because of not responding to HR emails appropriately. I can send you a copy of all my communications with HR.
>
> I hope you accept my sincere apology. I have been waiting for this job for more than 6 months and I am ready to show you how committed I am.
>
> Kind regards,
>
> Payam

2 May 2024 Applicant to Dr Joshi[6]

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[4] Respondents submissions 12 November 2024 Annexure 11.
[5] Ibid Annexure 10.
[6] Ibid Annexure 9.

> Dear Dr Joshi,
>
> Today is the last day of the AHPRA timeframe to sign documents and send them back. Otherwise, my application for the renewal of registration and change of circumstances will be withdrawn. So I would be grateful if you could kindly arrange it to be signed and sent it to me before 4pm today.
>
> Should you require any further information please do not hesitate to contact me.
>
> Have a great day,
>
> Payam

3 May 2024 Applicant to Dr Joshi[7]

> Good morning Dr Joshi,
>
> Again thank you very much for accepting me.
>
> You advised me yesterday evening to call you at 0830am today, I tried through switch this am but they asked me to email you.
>
> I finally received the renewal from AHPRA on 23/4/2024. The SPPA-30 had to be amended as it was supposed to be at level 1. The last version that I received from Toni on 19/10/2023 was mistakenly at level 2 and unfortunately, I did not review it before sending to AHPRA.
>
> Furthermore, they asked to work at LGH only and I will do clinics at the time of upgrading to level 2. They also asked for the progressing plan.
>
> I amended, signed and attached both of them and would be grateful if you could kindly arrange them to be signed.
>
> When I send them these documents, I will be able to commence.
>
> I appreciate your consideration.
>
> Kind regards,
>
> Payam

[18] In drafting the Progression Plan, the Applicant states he based the content and format of the document on his progression plan with his previous employer, Northwest Hospital and the Health Service in Queensland. The previous document included a hospital logo in the top right corner. In the instant case the Applicant copied and pasted an LGH logo on the document he submitted for Dr Joshi's review. There is no doubt that Dr Joshi took exception to this, which I return to later.

[19] Very little seemed to happen over the next four weeks. A Statutory Declaration from Ms Goodluck on 5 August 2024 states:

> Spoke to Tom Dobblesteen ahpra 12 June to confirm contract has been revoked. Due to fraudulent letter.

[7] Respondents submissions 12 November 2024 Annexure 6.

[20] Then followed a series of email exchanges, namely:

24 June 2024 Dobbelsteen (AHPRA) to Goodluck

> Following our conversation on 12 June 2024, would you be able to confirm (via return email) if Launceston General Hospital intends to proceed with employing Dr Azimisolisian?

25 June 2024 Goodluck to Dobbelsteen

> To confirm your email the Launceston General Hospital has withdrawn Payam's contract.

26 June 2024 Dobbelsteen to Applicant

> Following our conversation on 12 June 2024, I can confirm I have received confirmation from Launceston General Hospital that they have withdrawn your contract.

24 July 2024 Applicant to Dobbelsteen

> Yesterday I received advice from a lawyer regarding the issue. Accordingly, I was told that everything should be clear in this process. As I have not received any official withdrawal from LGH, please clearly disclose it to me…
>
> *24 July 2024 Dobbelsteen to Applicant.*
>
> Please find attached the advice I received from your proposed employer. If you have any further questions regarding this , please reach out to Launceston General Hospital directly to discuss this matter.
>
> Please be advised your renewal application remains under assessment and, as previously advised, the application will need to be re-considered by the Board in light of your employment offer being withdrawn. However please note your registration remains in place currently and would only end if the Board decides to refuse the renewal application…

26 July 2024 Dr Joshi to Applicant

> Dear Dr Azimisolisian
>
> I am in receipt of your email yesterday (forwarded to me).
>
> - You were interviewed in Sept 2023 and offered a position subsequently.
> - You did not submit documents to AHPRA for a change in circumstances to try to join LGH in a timely manner.
> - Your behaviour with my staff was inappropriate and extremely rude.
> - Despite the above I convinced my team to give you a chance to progress, and your documentation wasn't done in a timely manner. Further on 28 May 2024 you downloaded a Tasmanian Govt logo and created a letter head document(AHPRA progressing plan) with my name and details on it.
> - Effectively I have received advice that the document you created was illegal and upon getting Legal advice I will be referring it to AHPRA and other law enforcement agencies.
> - You will be informed further in due course.
> - I hope I have answered all your queries.

Kind regards

Viney

+

29 July 2024 Dr Joshi to Fiona Lieutier (Office of Chief Executive, Hospitals North)

Dear Fiona

This is the correspondence related to this doctor who was offered a JMO contract Last year and didn't initiate AHPRA paperwork and had some very difficult and inappropriate communication with the team. I was approached by another EDMS from Queensland Dr Anthony Bell regarding the job for Dr Payam and despite the team's and the DCT concern, I agreed to proceed, until he sent us the document which he created by downloading the THS logo from the internet(AHPRA progressing plan).

That was a red flag and then we decided not to proceed with his employment and even then he didn't send the appropriate paperwork.

Kind regards

Viney

Was the Applicant an Employee?

[21] The IOA consists of 11 pages numbered consecutively including a 3-page covering letter. Page 7 is headed Fixed-Term Instrument of Appointment and reads in part:

> I, Michelle Searle being and as Chief People Officer for the Department of Health, as a delegate of the Head of the State Service under S.21 (a) of the State Service Act 2000 ("the Act"), hereby appoint Payamreza Azimisolisian ("the employee") as a fixed-term full-time employee pursuant to S.37 (3)(b) of the Act to undertake duties within the Department of Health for the purpose of providing clinical services as a Resident Medical Officer; upon the terms and conditions specified below:
>
> 1. Subject to the terms of this instrument the period of employment is effective from 15 January 2024 and subject to the terms of this instrument, will expire on 12 January 2026.
>
> …

[22] The remaining sections 2 through 6 all make reference to "the employee." There are similar references to "the employee" in schedules 2, 3 and 4.

[23] The expression is clear and unambiguous. It states that the delegate "hereby appoint Payamreza Azimisolisian (the employee) as a fixed-term full-time employee pursuant to s37 (3)(b) of the Act…" It does not say, "may appoint" or "appoint at some point in the future."

[24] The offer was accepted by the Applicant on 5 November 2023.

[25] Thus, we have the three essential elements of an employment contract. i.e. Offer, acceptance and a promise to provide service in return for payment of salary (consideration).

[26] This of course must be read in conjunction with the covering letter which states:

This offer of employment is subject to and conditional upon:

- Meeting the registration requirements of the Australian Health Practitioners Regulatory Agency (AHPRA)
- Both parties satisfying immigration requirements with the Department of Home Affairs
- Evidence of current Working with Children registration.

[27] The registration pre-condition is more explicitly stated in Schedule 3 namely:

An employee must prior to commencement provide evidence to the employer of their current registration pursuant to the *Health Practitioner Regulation National Law (Tasmania) Act 2010.* (my emphasis)

[28] These pre-conditions are discussed later in this decision.

The State Service Act 2000 (SSA)

[29] S 37 is the relevant section under which the Applicant was appointed. S 37(5) reads:

(5) A person shall not be appointed as an employee or a permanent employee is not to be promoted unless he or she possesses such qualifications and meets such other requirements as are determined by the Employer as being required for the duties to which the appointment or promotion relates.

[30] The submission of the Respondent is set out in its submission of 12 November 2024 in which it states:

15. The State erred in providing the Applicant with a Fixed-Term Instrument of Appointment for which the Applicant did not hold such qualifications and other requirements pursuant to the Act for the position he made application and was interviewed.

16. The Fixed-Term Instrument of Appointment contained in the offer of employment dated 3 November 2023 despite being signed by both the Department delegate and the Applicant is barred by the Act making the contract ineffective or void.

17. *In Westfield Management Ltd v AMP Capital Property Nominees Ltd* (2012) 24 7 CLR 129 ("Westfield") the High Court held that a contract will be ineffective or void where it operates to defeat or circumvent a statutory purpose or policy according to which statutory risks are conferred in the public interest.

18. The medical profession is highly regulated by the Australian Health Practitioners Regulation Agency ("AHPRA") to ensure that medical practitioners hold the appropriate qualifications to practice medicine to ensure the safety of the public is maintained.

19. On its website AHPRA states that it "works in partnership with the National Boards to ensure that Australia's registered health practitioners are suitably trained, qualified and safe to practise. Public safety is our priority."

20. The Respondent argues that the statutory purpose of sub-section 37(5) of the Act is to ensure that only persons qualified to perform certain roles are appointed or promoted pursuant to the Act. The statutory purpose is clearly to prevent persons who

> are untrained or not appropriately qualified from being appointed to roles for which they are not qualified. This is particularly critical in a Public Hospital context.
>
> 21. The role of Medical Practitioner Level 2-4 (Resident) clearly has qualification requirements that the Applicant could not meet. Sub-section 37(5) of the Act attends to the statutory risk which cannot be misplaced by an instrument of appointment contained within a letter of offer of employment.
>
> 22. The Respondent claims that any purported offer of employment or appointment was statute barred and the offer ineffective or void.
>
> 23. As such the Applicant was never an employee of the Department.

[31] The practical circumstances surrounding this and potentially other appointments are important. The Applicant, as the holder of limited registration, was required to apply to AHPRA for a 'Change in Circumstances.' In this case the changed circumstances were for employment in the LGH. Such an application requires, inter alia, written confirmation of an offer of employment together with a supervision plan prepared in accordance with the Board's guidelines for supervision of international medical graduates.[8]

[32] Thus, to progress the 'Change in Circumstances' application, there must be an actual offer of employment. It follows that the conditions precedent of the IOA cannot be met until AHPRA approves the 'changed circumstances' and supervision plan. What this means in practical terms is that an employment contract is on foot, but duties cannot be performed until the AHPRA requirements are met.

[33] Mr Spain, for the Applicant, in commenting on the Respondent's contention said:[9]

> MR SPAIN: Yes, Mr President, but if you apply that construction on a – on that particular slant on it, it would mean that the Tasmanian Health Service could never appoint an international medical graduate here until they're holding that registration. They couldn't commence the process of employing them.

[34] I tend to agree with Mr Spain.

[35] I note that at all relevant times the Applicant was a qualified medical practitioner with limited registration. He was previously employed as an RMO in a Queensland hospital. His ongoing registration status was confirmed in the AHPRA correspondence of 24 July 2024.

S. 8A of the *Acts Interpretation Act 1931* reads:

> 8A Regard to be had to Purpose or Object of Act.
>
> (i) In the interpretation of a provision of an Act, an interpretation which promotes to purpose or object of the Act is to be preferred to an interpretation that does not promote the purpose or object.

[36] I agree with the Respondent to the extent that a purpose of s37(5) is to ensure that only persons qualified to perform certain roles are appointed or promoted pursuant to the Act.

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[8] Medical Board of Australia. Registration Standard. Limited Registration for Post Graduate Training or Supervised Practice 1 July 2016.
[9] Transcript 22 October 2024 p14.

[37] In my view that is exactly what has happened. The Applicant, who holds the appropriate medical qualification, is appointed to the position but is unable to practice until certain AHPRA requirements are met. That way, the public is protected.

[38] I have formed the view that the appointment of the Applicant was not inconsistent with or voided by s37(5) of the SSA.

Were the IOA preconditions met?

[39] The AHPRA notice of 18 April 2024 granting the request for 'change in circumstances" and renewal of limited registration, albeit with level 1 supervision, is evidence that the registration pre-condition has been met. AHPRA was fully aware of the position the Applicant had been offered and granted the necessary applications to allow that to happen, albeit with certain restrictions.

[40] It may well be that the Respondent would have preferred Level 2 supervision, but that is not the pre-condition set out in the IOA, which referred to meeting the registration requirements of AHPRA. That clearly happened.

[41] In any event the L1 supervision outcome should not have come as a surprise to the Respondent. The Applicant was previously employed as an RMO with L1 supervision in a Queensland hospital. A Work Performance Report from Dr Treston dated 7 October 2023 stated in response to a question as to the appropriate level of supervision said, "Progress to Level 2 Supervision." This document was known to the Respondent.

[42] An email from the Applicant to Ms Goodluck dated 17 October 2023 referred to an attachment "SPPA 30 Level 1."

[43] At some point the SPPA 30 apparently changed to Level 2 Supervision. Absent an alternative explanation I am prepared to accept the Applicant's explanation that this was likely a clerical error.

[44] In any event nothing turns on this. At no point after the 18 April 2024 determination did the Respondent raise the supervision level as a reason for 'withdrawal of the contract.'

Working with Children/Vulnerable People Registration

[45] There is no satisfactory explanation as why the Applicant did not pursue the required 'working with Vulnerable People" registration simultaneously with the AHPRA process. The Applicant suggested that he understood it was part of the AHPRA process[10]**.** I suspect he is wrong on this. However, as I understand it the process for registration is relatively straightforward and in the main involves a background check. It does not compare with the relatively onerous nature of the AHPRA process. It does not appear to have been raised with the Applicant at any point as something that might threaten the employment contract. Whilst important, in the scheme of the AHPRA requirements it is a relatively minor issue capable of remedy at short notice prior to the commencement of duties. It is certainly not of such moment as to threaten the integrity of the employment contract.

[46] Save for the comments regarding working with children, I am satisfied that the IOA pre-conditions have been met.

Conclusion as to the 'employee' question.

[10] **Transcript 1 September 2026 p18.**

[47] For reasons outlined above I am satisfied that the Applicant was either an employee or former employee and thus competent to lodge the s 29(1A) application.

Was the application lodged within the 21-day statutory time limit?

It is difficult to say when and how the contract was ended. The following exchange is on point.[11]

> COMMISSSIONER: Right. When do you say the contract, the offer, however described, was withdrawn?
>
> MS WINTON: It's not abundantly apparent from the materials before the Commission. Certainly, in our submission, based on the fresh evidence that was provided this morning, it must have occurred prior to 26 June 2024, because the regulator was on notice of it, and provided that notice to the applicant. But again, it is hard to say with any clarity.

[48] I am satisfied that the contract of employment was never brought to an end in a formal sense. There may well have been verbal exchanges as to what might happen if certain things didn't happen, but that is all.

[49] In a formal sense the only communication of moment was the email from Ms Goodluck to Mr Dobbelsteen dated 25 June 2026, whereby she said,

> To confirm your email The Launceston General Hospital has withdrawn Payam's contract.

[50] This was conveyed to the Applicant via an email from Mr Dobbelsteen dated 24 July 2024.

[51] It is axiomatic that a contract of employment cannot properly be brought to an end through a third party who is not an appointed agent of the employee involved. It is tantamount to reading about it in the paper. I must reluctantly conclude that the manner in which the Respondent handled this matter was both offhand and discourteous.

[52] It is not a requirement of the Act that the termination must be at the behest of the employer, only that a termination occurs. See Port of Devonport Authority v Abey[12].

[53] Whilst it is doubtful that the employer ever ended the contract in a formal legal sense, there is no doubt the contract of employment came to an end by one means or another. The most realistic relevant date for these purposes is 24 July 2026. (See Dobbelsteen above).

[54] The s29(1A) application lodged on 31 July 2024 is clearly within the 21-day time limit.

Some Concluding Observations.

[55] On 26 July 2026 Dr Joshi emailed the Applicant outlining reasons for the contract withdrawal. (see above).

[56] The concerns of Dr Joshi fall into 3 categories as outlined below:

Failure to lodge documentation in a timely manner.

[57] I am unable to find any evidence to support this. From my observations, all necessary documentation was provided and submitted in a timely manner. Certainly, there were unanticipated delays, but these seem largely at the door of AHPRA. The Applicant received

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[11] Transcript 1 September 2026 p23.
[12] *Port of Devonport Corporation Pty Ltd v Abey* [2005] TASSC 97

an email in February from AHPRA stating that the relevant approval meeting was scheduled for 5 April 2024.

Behaviour towards staff was inappropriate and extremely rude.

[58] Most of the relevant email exchanges have been reproduced in this decision. Overwhelmingly the tone of the Applicant's emails appears courteous and businesslike. There is one instance whereby the Applicant apologised for interrupting Dr Joshi in a telephone conversation the previous day. Of course I cannot make observations about unknown telephone conversations, but equally, there is no evidence to the contrary.

The Logo issue.

[59] Clearly Dr Joshi was offended by this document.

[60] In his submission the Applicant said:

> Dr Azimisolisian did not attempt to convey to anybody that he had Dr Joshi's approval. Instead, Dr Azimisolisian expressly asked Dr Joshi to review the progression plan and consider signing it. There was no attempt to deceive, misrepresent, or act in a dishonest manner.[13]

[61] I have no reason not to accept the Applicant's submission. At worst I believe that the Applicant is guilty of an enthusiastic but misguided desire to progress the necessary paperwork as quickly as possible.

The Way Ahead.

[62] The Applicant does not seek reinstatement, but rather, compensation.

[63] I am anxious that this matter conclude as quickly as possible. Ideally this could happen through written submissions relating to the following.

- The existence or otherwise of a valid reason for termination.
- The fairness or otherwise of the termination.
- The quantum of any compensation.

[64] I attach to this decision Directions setting out a timeline for this to occur. A reserve day for hearing will be set down should either party wish to utilise it. Otherwise, the hearing date will be vacated and the matter determined on the papers.



Tim Abey
Commissioner

[13] Submissions of the Applicant 10 October 2024