

and procedures peculiar to every country. These procedures concerning this subject include the control by the registration bodies in all countries where such bodies exist.

The clauses of the contracts will result in harmonisation between the organised medical profession and the establishments or institutions concerned.

Each contract or agreement must contain:

- a) fundamental clauses
- b) clauses of application.

Fundamental clauses

Professional independence is the main aspect of medical activity in salaried form. It must be obligatory that this in particular is guaranteed by:

- 1) the guarantee of respect for professional confidentiality.
- 2) the respect of freedom of decision taking and treatment.
- 3) the impossibility of professional control by a non-doctor.
- 4) impossibility of disciplinary action for professional reasons without the previous opinion formulated by official professional jurisdiction.
- 5) licensing procedures or preadvise and licensing indemnities necessary to ensure professional independence.
- 6) the possibility to organise his services and his work in accordance with his duty.
- 7) functional authority of personnel made available to him.
- 8) possibility of further post-graduate training during paid working time.
- 9) a remuneration commensurate with his services and importance of his social role thus safeguarding the dignity of the profession and forbidding an employer institution making a financial profit on the activity of a doctor.
- 10) the respect of trade union legislation.

II. Clauses of application

- 1) Indexation of remuneration.
- 2) Promotion.
- 3) Detailed information regarding working conditions to allow for a healthy professional environment.
- 4) Adequate social advantages.

8.2 Principles for contracts with salaried doctors

Copenhagen, 1979 (CP 79/140)

In view of the fact that the directives of the Council of 16.6.1975 for the reciprocal recognition of doctor's diplomas, examination certificates and other professional qualifications and for steps to facilitate the ac-

tual exercise of the right to settle in an EEC country and right of free movement of services are also valid for salaried doctors, and together with EEC 1612/68 of 15.10.1968 guarantee freedom of movement to employees and freedom of movement to salaried doctors in the Community and in the recognition that this freedom for the salaried doctor can only be achieved when the doctor can work under appropriate conditions which enable him to fulfill his responsibility as a doctor, in each EEC member country, the Subcommittee on Salaried Doctors of the Standing Committee of Doctors of the EEC recommends, on the basis of the Charter of salaried doctors of 29/30.11.1968 the acceptance of the following guidelines for the drawing up of contracts with salaried doctors.

These recommendations constitute the minimum principles for contracts with salaried doctors subject to national or community provisions which are more favorable.

The minimum employment conditions laid down in these guidelines should also apply to doctors who work within the framework of a statute determined by the public authorities.

I. Collective bargaining

The maintenance of the following minimum conditions for every salaried doctor should be ensured through collective bargaining between the professional organisations and employers' organisations. Special agreement with doctors employed for special function should not fall below these minimum standards, nor should any civil service regulations issued for doctors in public service.

II. Position of the salaried doctor

The salaried doctor is responsible for examining, advising, treating and delivering expert opinions to persons in his care – without prejudice to the right or instruction or direction of a superior doctor. In his medical decisions the doctor is completely independent of the instructions from the employer and is bound by the employer's operational and administrative procedures only in questions of organization. The independence of the doctor is especially relevant to decisions concerning examinations, prescriptions and treatment of those in his care. This independence of the doctor in his medical decisions should also be guaranteed if the doctor acts in delivering expert opinion or advice for a public or other institution.

III. Range of duties

The range of duties of the salaried doctor should be defined in detail in the employment contract (at the same time, hours of service which the salaried doctor should carry out to fulfill his duties should also be agreed).

IV. Rights and duties

1. The employer should make available to the salaried doctor the staff which he requires to perform his duties. The employment, transfer and dismissal of such staff should be done in consultation with the doctor. He should have the power to direct the staff provided to assist him in carrying out his duties.
2. The employer should provide the doctor with the accommodation and equipment necessary for him to carry out his duties. The purchase of specialized medical apparatus should be at the suggestion of the doctor.
3. In his dealing with the employer the doctor is obliged to observe medical confidentiality with regard to information entrusted to him as a doctor. He is responsible for keeping health and illness records on persons in his care and for ensuring that these are treated confidentially.
4. The salaried doctor should advise the employer on all matters which affect his field of expertise. The employer must consult the doctor before making any decisions which affect the doctor's area of responsibility.
5. The salaried doctor should promote the training of his staff in connection with his field of expertise. The employer should make opportunities available for this as well as for the doctor's own further training.

V. Financial settlement

The doctor is entitled to:

1. a salary appropriate to his function and performance
2. a pension appropriate to his function and performance which includes a dependant's allowance.
3. if the doctor works more than his agreed hours he should have extra payment or time off in lieu.
The amount of the salary and the overtime payment are to be fixed by collective bargaining.

VI. Other professional activities

The doctor had the right to undertake other professional activities provided that they do not interfere with the execution of his official duties.

VII. Holidays, illness

1. The doctor is entitled to at least four weeks paid holiday per year.
2. In the case of illness the doctor is to receive the agreed salary for an appropriate period (at least 6 months) less any sickness benefit.
3. The doctor should receive at least 14 working days per year as paid special leave to attend further study courses or medical conferences.

VIII. Liability insurance

The employer should insure the doctor and his staff for an appropriate amount against liability claims arising from their professional activity (as in accordance with the third paragraph of the preamble to these principles).

IX. Notice

1. The employment contract – in principle of indefinite duration, subject to any opposing national provisions of the training system – must make provision for adequate notice. This protection must not be circumvented by the making of agreements.
2. Until the doctor reaches the legal retirement age, the contract can only be ended by observing the appropriate legal or contractually agreed period of notice and in the case of termination of employment by the employer, only if there are grounds which make a continuation of the contract unacceptable to him. If the doctor has no opportunity to defend himself in this matter, he is to receive appropriate financial compensation for premature termination of contract.
3. The right of both parties to immediate notice for an important reason remains intact.

X. Conciliation or arbitration

Should there be differences of opinion about the interpretation, execution and the annulment of contracts, the parties are obliged to make effort to come to an agreement before having recourse to legal proceedings. So far as no other body is entrusted with this function under national law, they should go to conciliation or arbitration where the doctor and the employer would be represented before a neutral Chairman on parity basis. This resort must have a suspensory effect on all relevant decisions by the employer.

XI. Co-operation with the doctors' professional organizations

Contracts drawn up with doctors concerning professional medical activities should be examined by the appropriate doctors' professional syndicalist organization before being finally agreed.