

## 9. Occupational health

### 9.1/9.2 Occupational Health Charter, Brussels 1969, Copenhagen 1979, Dublin 1980 (CP 80/182) and principles for contracts with occupational health doctors, Copenhagen 1977 (CP 77/137)

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#### Introduction

The aim of occupational health care is to promote and preserve the physical, mental and social well-being of workers in all occupations to as great an extent as possible not only to protect them against any dangers which might arise in their work from the presence of harmful substances, but in general to prevent them from suffering any damage to their health as a result of working conditions, to advise on correction of the situation where necessary and to provide individual workers with an occupation suited to their physiological and psychological make-up.

#### Part I

##### *Occupational Health*

The medical profession unreservedly acknowledges the need to provide occupational health care for workers in all undertakings, in the interests of their health.

##### *I. Occupational health objectives*

The function of occupational health care is to protect the health of workers insofar as this relates to their

work, working conditions and the working community in an undertaking. This includes prevention of exposure through work to any influences injurious to health, and early diagnosis of influences at work which may adversely affect workers' health and advice for correction of these situations. This should contribute towards guaranteeing optimum health protection and safety of the workers.

##### *II. Occupational Health Services*

1. Depending on circumstances and on existing national provisions, the occupational health service should be organised either as a service exclusive to an individual undertaking, or as a communal service shared by several undertakings, under the direction of an occupational physician.
2. Depending on the nature of the undertaking, the seriousness of the health risks involved and the size of the undertaking, the occupational health services calls for:  
Occupational physicians and ancillary personnel, suitable premises and furnishings, together with the necessary medical and other equipment.  
The occupational health service must be able to have its own budget.
3. Occupational medicine may be practised only by qualified doctors with sufficient practical experience and theoretical knowledge to be able to perform the necessary duties.
4. Occupational physicians may be employed on a full-time or part-time basis, provided they are fully qualified in occupational medicine and are allowed sufficient time to perform their duties in the enterprise.

##### *III. Duties of the occupational physician*

1. The duties of the occupational physician are primarily of a preventive nature.
2. Depending on the seriousness of the health risks involved and the size of the undertaking, the duties of the occupational health service are as follows:
  - A. to advise the employer and workers' representatives in matters concerning work particularly in:
    - the planning, construction and maintenance of plant, social and sanitary facilities;
    - the acquisition of technical equipment and the introduction of working methods and working materials;
    - the choice and testing of protective clothing;
    - physiological and psychological questions related to work, plus other ergonomic and industrial hygiene questions, such as in particular work tempo, working hours and work breaks, the organisation of workplaces, sequence of work and the working environment;
    - the organisation of first aid, accident prevention and disaster plans in the undertaking;

- questions involving job transfer, integration and re-integration of handicapped workers.
- B. to examine workers, record and assess the results in regard to occupational health aspects and give advice based upon that;
- C. to cooperate in the implementation of safety at work and accident prevention measures, and in connection with this
  - to inspect the work premises at regular intervals and inform either the employer or any other person responsible for safety at work and accident prevention of any shortcomings found, to suggest means of eliminating these shortcomings, and to work towards the implementation of such measures;
  - to monitor the use of protective clothing;
- D. to investigate the causes of occupationally induced illnesses, to record and evaluate the findings, and to suggest preventive measures to the employer;
- E. to work towards a state where all those employed in the undertaking comply with safety at work and accident prevention regulations, and in particular to teach the workforce about the accident risks and health hazards to which they are exposed at work and about the equipment and measures for prevention of such hazards, and to participate in planning the deployment and training of first aid helpers and assistant medical personnel.

The individual spheres of the occupational physician's work are derived from the principles for the drawing up of contracts for occupational physicians contained in the Appendix.

3. In addition to these inherent occupational health duties connected with advising the employer and providing medical care for the workers, the occupational physician may also advise on questions connected with environmental protection and the safety of products meant for the consumer. In particular he may advise management about possible hazards to the public as a result of environmental pollution caused by the undertaking and may suggest ways of making the product safer for the consumer.
4. Should one or more of the duties listed in the previous paragraph already be performed by other competent organisations in accordance with national legislation or practice, these organisations should provide the occupational physician with any relevant information he may request.
5. The occupational health services should remain in close liaison with other departments and agencies within the undertaking which are concerned with work safety matters and the well-being of workers, in particular with the social welfare department, safety department, staff department, trade union organisations within the undertaking, and

the committees dealing with health protection and accident prevention.

6. The occupational health services should further maintain liaison with agencies and organisations outside the undertaking which deal with matters of health, safety at work, vocational retraining, rehabilitation, the assignment of new jobs and the well-being of the workers.
7. Occupational physicians should not be held responsible for authenticating medical certificates of illness. However, this should not prevent occupational physicians from making enquiries into the circumstances which may have led to a worker reporting sick, and into the course of the worker's illness, within the limits set by medical secrecy, in order to be better able to appraise proposed preventive measures, to uncover any occupationally-induced health hazards and to recommend suitable jobs with regard to worker rehabilitation.

## Part II

### *I. Status of the occupational physician in the undertaking*

1. The occupational physician cannot perform the occupational health duties assigned to him effectively unless the following requirements are fulfilled:
  - A. In practising his profession, the occupational physician must be professionally independent vis-a-vis his employer, the workers' representatives and the social insurance institutions; he is answerable only to the law, the ethics of the medical profession and his own conscience.
  - B. The occupational physician is assigned personal responsibility – within the framework of the general rules of employment laid down by the employer and the financial resources allocated – for setting up and organising the occupational health service.
  - C. The occupational physician is responsible directly and in person to the employer, without third party intervention.
  - D. The occupational physician's rights and obligations must – insofar as they are not specified by law – be set down in a written agreement which makes allowance for the rules of the medical profession in particular in relation to the confidentiality of medical records and takes into account the regulations and procedures valid in each country.

In order for these requirements to be fulfilled, it is necessary that the Principles for the drawing up of occupational physicians' contracts set out in the Appendix should be observed.

2. The occupational physician must be able to negotiate directly with management:
 

The occupational physician's work can only be successful and profitable to the undertaking and

the workforce if the firm's senior officials (board of directors, management, heads of administration) accord the occupational physician a position in which he can develop his skills as a doctor without hindrance.

3. It should be ensured by means of legal provisions that the occupational physician has the necessary connections within the undertaking – either directly with the employer and workers or their representatives, or on the health and safety at work committee or works council, or on similar bodies, where such bodies exist – in order to be able to perform his job satisfactorily.
4. The conditions of employment and dismissal of the occupational physician must be guaranteed by contractual or legal provisions so as to safeguard his professional independence.  
All disputes connected with the occupational physician's work or fulfilment of his contract must be submitted to an arbitration board *before* any measures affecting the physician's work are initiated. The members of this board should be selected on a parity basis, and at least half of them should consist of representatives of the medical profession.
5. The occupational physician's medical work is subject to control only by other doctors and in accordance with current national provisions.  
The inspecting doctor may not be employed in an occupational health capacity in the same undertaking or in the same region as the doctor undergoing inspection.

## II. Definition of the occupational physician's field of activity in relation to that of the medical practitioner and other doctors

1. The work of the occupational physician is primarily of a preventive nature; curative treatment comes under the scope of the medical practitioner. It is the occupational physician's right and his duty to administer first aid in the case of accidents and acute illness.
2. Measures concerning the medical and vocational rehabilitation of workers should be agreed between the treating medical practitioner and the occupational physician.
3. The occupational physician and medical practitioner should keep each other mutually informed provided that this exchange of information is compatible with the dictates of medical confidentiality.
4. Should the occupational physician be unable to carry out a particular examination himself, he should call in a qualified doctor of his own choosing.

## Part III

### *Initial and further training*

Every doctor should be acquainted with the general principles of occupational health. This means that every medical student should, during his training, be introduced to occupational health as part of regular lectures. Occupational health care must therefore be

recognised as part of the teaching and examination curricula at all universities.

This undergraduate training in occupational health should include a minimum of:

- instruction on the possible interaction between work, working conditions and the workers' health, including specific occupational diseases.
- Instruction on the effects of work and working conditions on the course of and consequences of the most common illnesses.
- Information on the relevant statutory provisions in each country, and the national bodies responsible for occupational health.

Every doctor who decides on qualifying, to practise in the field of occupational health must – in addition to sufficient clinical and polyclinical training – produce proof of a total of two years' further training in occupational health.

This further training should include at least:

- participation in a theoretical course in occupational health;
- practical experience under a qualified occupational physician or at an occupational health institute attached to a university or to an equivalent accredited institution.

The occupational physician is obliged to undergo regular further training and to promote the further training of his assistants. As this further training is a matter arranged by the medical profession, the occupational doctors should have the free choice in form and subjects of this further training.

Further training should concentrate in particular on the acquisition and retention of the knowledge and experience listed in the appendix.

Further training in occupational health should include:

1. Procurement and acquisition of detailed information and experience relating to
  - 1.1 Occupational health duties and organisation
    - 1.1.1 Development and objectives.
    - 1.1.2 Occupational health facilities
    - 1.1.3 Types of occupational health work
  - 1.2 Work and work organisation
    - 1.2.1 Types of work, working methods
    - 1.2.2 Work evaluation
    - 1.2.3 Working hours, work tempo, work breaks
    - 1.2.4 Work equipment
  - 1.3 Specific business administration
  - 1.4 Occupational diseases
    - 1.4.1 Statutory provisions relating to occupational diseases
    - 1.4.2 Toxicology of working materials and solvents
    - 1.4.3 Occupational diseases caused by chemical factors

- 1.4.4 Occupational diseases caused by physical factors
  - 1.4.5 Occupational diseases caused by pathogens or parasites, including tropical diseases
  - 1.4.6 Occupationally-induced diseases of the lungs and respiratory tracts
  - 1.4.7 Occupationally-induced skin diseases
  - 1.4.8 Other occupationally-induced diseases
  - 1.4.9 Effects of work on health
  - 1.5 Chronically-ill persons
  - 1.6 Occupational and industrial hygiene
    - 1.6.1 Inspection of plant
    - 1.6.2 Workplace, working environment
    - 1.6.3 Standards, planning, design, supervision
    - 1.6.4 Working environment factors
    - 1.6.5 Measurements
    - 1.6.6 Social and sanitary facilities
  - 1.7 Occupational physiology
    - 1.7.1 Physical and psychological stress
    - 1.7.2 Aesthesiophysiology
    - 1.7.3 Measurements
    - 1.7.4 Nutritional physiology
  - 1.8 Ergonomics
    - 1.8.1 Work analysis and evaluation
    - 1.8.2 Arrangement of the workplace
    - 1.8.3 Structuring of work
  - 1.9 Occupational and industrial psychology
    - 1.9.1 Aptitude, motivation, performance
    - 1.9.2 Mental hygiene
    - 1.9.3 Psychological accident prevention
  - 1.10 Examination methods specific to occupational health
    - 1.10.1 Laboratory diagnosis
    - 1.10.2 Physical function analysis
    - 1.10.3 Aetiological diagnosis
  - 1.11 Occupational health preventive examinations
  - 1.12 Safety at work and accident prevention
    - 1.12.1 Accidents at work
    - 1.12.2 Medical first aid
    - 1.12.3 Collaboration with those responsible for safety at work
    - 1.12.4 Measures for the protection of workers' persons, protective clothing
    - 1.12.5 Prevention of disasters
  - 1.13 Rehabilitation at the workplace
  - 1.14 Relevant safety at work and accident prevention provisions.
2. Procurement and acquisition of knowledge in the following fields:
- 2.1 Social medicine
  - 2.2 Epidemiology, documentation and statistics
  - 2.3 Occupational and industrial sociology
  - 2.4 Occupational health advisory services
  - 2.5 Tropical hygiene
  - 2.6 Principles of the social insurance system
  - 2.7 Environmental protection
  - 2.8 Transport-related health care

- 2.9 Appraisalment
- 2.10 Psychosociology
- 2.11 Occupational law.

*Principles for the drawing up of contracts for occupational physicians*

Occupational health care is one of the fields in which the European Commission is pledged to promote close cooperation between the member states, in accordance with Article 118 of the EEC Treaty, which makes particular reference to working conditions, measures for the prevention of industrial accidents and occupational diseases, and health protection at work.

Harmonisation of these fields of occupational health care and the gradual annul of the freedom to settle – as prescribed in Article 57 of the EEC Treaty – calls in addition for coordination of the conditions relating to professional practice as an occupational physician.

For this reason and with regard to:

- Recommendation 112 of the International Labour Conference of 24th June, 1959.
- The Commission's Recommendation of 20.7.1962 to the member countries concerning occupational health duties at the workplace.
- the national statutory provisions in force in the member countries of the EEC.

the Standing Committee of Doctors of the EEC, based upon its Charter of Occupational Health, recommends that the following guidelines be used in concluding occupational physicians' contracts.

*I. Establishment of employment relationship*

The contractual relationship between the occupational physician and any undertaking which sets up an occupational health service either alone or jointly with other undertakings can be established through:

- A. the signing of an employment contract as full-time occupational physician of this occupational health service;
- B. the signing of an employment or service contract as part-time occupational physician of this occupational health service;
- C. the signing of a service contract with an occupational health service outside the undertaking (occupational health centre) which can either employ full-time or part-time occupational physicians, or be run by self-employed doctors.

The following principles apply to the drawing up of contract in cases A. and B. unless otherwise specified. They also apply to contracts drawn up in accordance with C. provided that no other provisions derive naturally from the fact that the occupational health centre has its own equipment and staff outside the undertaking for which it provides the service.

## II. Occupational health qualifications

Only a qualified doctor with sufficient competence in occupational health care to be able to fulfill the duties assigned to him – in principle to be substantiated by adequate practical and theoretical training and further training in occupational health – may be employed as an occupational physician.

## III. Status of the occupational physician

1. It is the duty of the occupational health service to work towards preventing any damage to workers' health at the workplace by influencing the organisation of working conditions and to contribute towards ensuring that working conditions are adapted to workers' physical, mental and emotional condition, in particular by ensuring that the work is compatible with the workers and that workers are employed in jobs for which they are suited.
2. The occupational health service is under the direction of the occupational physician or senior occupational physician. He is personally responsible for setting up and organising the occupational health service, within the framework of the provisions of the Safety at work law, the general employment regulations laid down by the employer and the resources allocated.
3. In the practice of his profession, the occupational physician is professionally independent, and answerable only to the law, the ethics of the medical profession and his own conscience as a doctor. For the rest, he is responsible for his work only to the employer, without third party intervention. Should more than one occupational physician be employed in an occupational health service and one of them is employed as head of the service, it is he who bears the responsibility of coordination vis-a-vis their employer, but it does not impede responsibility of each occupational physician for his work.
4. The occupational physician should be consulted by the employer in all decisions which might affect the organisation and duties of the occupational health service, and should participate in all discussions relating to this topic. For his part, he may request that particular problems of the occupational health service should be discussed at the meetings of the relevant enterprise bodies responsible for the decision.

## IV. Sphere of activity

1. The occupational physician's sphere of activity includes:
  - A. supervision of all factors within the undertaking which could impair workers' health and advising management and workers or their representatives in such matters;
  - B. inspection of plant, if necessary together with management, the workers' representatives, saf-

ety engineers, safety officers or legally prescribed institutions. Studies of the workplace dealing with hygiene, physiological, psychological and social aspects, or participation in such studies, and advising of management and workers in all matters concerning optimum organisation of the workplace in these respects application of ergonomic principles;

- C. assistance in matters relating to the prevention of accidents at work and occupational diseases; design of premises and workplaces; work tempo; work breaks and shiftwork arrangements – noise control and air pollution control at the workplace; lighting; ventilation; room atmosphere; the use of accident-proof and ergonomically-sound machinery and equipment, suitable protective clothing and other protective equipment (eye and ear protective devices, protective helmets, protective footwear etc.); and any other matters of health protection at work. Assistance in job transfers for health reasons, re-integration into working life following sickness or accident, and in the protection of young workers, female workers and mothers, plus any measures pertaining to elderly workers.
- D. assistance in the supervision of sanitary and general hygiene, and of any social and sanitary facilities in the undertaking, particularly washrooms, changing rooms, lounges, sports facilities, canteens, company welfare departments, day nurseries, convalescent homes;
- E. preliminary medical examinations on employment, regular check-ups, and special examinations, as prescribed by national legislation or by agreement between the parties or associations concerned, or as deemed advisable by the occupational physician as a preventive measure; these examinations should ensure the supervision of certain categories of workers, eg. women, juveniles, persons exposed to particular risks, handicapped workers or workers resuming work following a sickness, confinement or accident.
- F. assistance in adapting working conditions to the workers, particularly handicapped workers in accordance with their aptitudes; assistance in retraining and re-integration, and advice in this field;
- G. advising of management and workers in the allocation of jobs and job transfers.
- H. advising of individual workers – where requested – regarding health problems which arise or are compounded during the course of work;
- I. medical assistance and first aid in the case of accidents and acute illnesses;
- J. training and regular coaching of staff responsible for first aid and accident prevention, plus supervision and maintenance of first aid and accident prevention equipment, where neces-

sary in conjunction with the other departments and agencies involved;

- K. advising of employees in matters of health and hygiene;
  - L. compilation and periodical examination of statistics relating to sanitary conditions in the undertaking;
  - M. research work in the field of occupational health, or participation in such work in connection with specialized services and institutes, particularly in respect of newly-discovered or formerly-unrecognized occupational diseases.
2. Medical treatment of workers belonging to the undertaking is part of the occupational physician's duties only insofar as this relates to urgent emergency treatment at the workplace.

#### V. *Other rights and obligations*

1. It is the duty of the full-time occupational physician to devote his entire working capacity to running the occupational health service belonging to the undertaking(s). The part-time occupational physician should be under contractual obligation to practise at the undertaking for a sufficient number of hours per week as is necessary for the performance of his duties.
2. The occupational physician must in principle perform his duties personally. The necessary assistant personnel and subordinate medical staff shall be put at the occupational physician's disposal by the undertaking. The employment, transfer and dismissal of occupational health service employees shall be carried out with the occupational physician's agreement.
3. The undertaking shall make available to the occupational physician any premises and equipment needed for the performance of his occupational health duties. Purchasing of equipment and medical supplies shall be carried out at the occupational physician's proposal.
4. Management shall keep the occupational physician sufficiently informed of all plans relating to the undertaking as is necessary for the performance of his occupational health duties. The occupational physician shall be consulted by the management before any such plans are put into operation, prior to any structural alteration to the undertaking and prior to the introduction of any new technical procedures or the start of any new lines of work.

Where a committee for hygiene and health protection exists in the undertaking, the occupational physician shall be a member with full entitlement to vote.

5. The occupational physician is under obligation to maintain total secrecy about all matters concerning the undertaking which come to his knowledge in connection with the performance of his duties, irrespective of any notifiatory obligations which he may have as a result of statutory provisions.

6. The occupational physician must observe medical confidentiality towards all and sundry, both inside and outside the undertaking.

The occupational physician is responsible for drawing up for the employees' medical reports any requisite reports, other customary records and reports of findings which emerge from examination of employees belonging to the undertaking. The medical records and other reports shall be kept in the occupational health service's premises, under guarantee of medical secrecy, even in cases where according to national law, the medical records are the employer's property, medical secrecy forbids the employer access to these records. Medical records, as well as any transcripts, extracts or photocopies of these, may be surrendered or inspected only with the agreement of the occupational physician or his successor.

The occupational physician is obliged to promote the further training of occupational health staff within his particular field. The employer must provide suitable opportunities for this and for the occupational physicians's own further training.

#### VI. *Financial and social arrangements*

The occupational doctor should by collective or individual contract, preferably approved by the competent professional organisations, have a suitable remuneration in accordance with his services and position in the undertaking, as well as adequate arrangements for old age and surviving dependents' pension.

In addition he should have in accordance with national law appropriate social security in order to perform his duties independent from financial pressures.

#### VII. *Duration of contract, termination of contractual relationship*

1. The occupational physician's contract is in principle concluded for an indefinite period of time. The contractual relationship expires without notice at the end of the calendar month or calendar year in which the occupational physician reaches the customary retirement age. Eventual prolongation after that date should be subject of special agreement.
2. Prior to the elapse of this period the contractual relationship may only be terminated provided that the appropriate statutory or contractual period of notice agreed upon is observed. In addition, it may be terminated by the employer only if objective grounds exist to mean that continuation of the contractual relationship cannot reasonable be expected of him. The right of both contracting parties to terminate the contract without notice on important grounds remains unaffected.
3. Should differences of opinion arise concerning the drawing up, carrying out or termination of the contractual relationship, the contracting parties are under obligation to try in the first instance to reach an amicable settlement. In so doing, they

should – insofar as no other institutions are responsible according to national law – avail themselves of an arbitration board, this being done before any measures are initiated against the physician. The members of this board should be selected on a parity basis, and at least half of them should consist of representatives of the medical profession.

4. In the case where law does not make this compulsory it is advisable to refer a contract between an employer and an occupational doctor to the relevant medical professional organisations for approval.

### 9.3 Statement on Draft ACMT Document on Occupational Health (1982)

Statement by the Standing Committee of Doctors of the EEC

Unanimously adopted at its Plenary Assembly in Dublin on 26-27 November 1982

This statement was forwarded to the Commission for the attention of the Advisory Committee on Medical Training.

#### 1. Justification

The attention of the Standing Committee of Doctors of the EEC (CP) has been drawn to the draft report of the ACMT's ad hoc group on the ways and conditions of training of the occupational health physician.

Whilst appreciating the importance of this report in supporting the CP's aim to harmonise the training of occupational doctors leading to a mutually recognised qualification, the CP considers that the text of the document is open to some misunderstandings.

Assuming that the task of the Advisory Committee on Medical Training is only to coordinate training requirements, leading to such mutual recognition, the CP feels that this technical report contains clauses which not only go beyond that purpose, but also are not always in accordance with the principles laid down in the Charter of Occupational Health, which are mutually agreed and which should therefore be adhered to.

The CP refers especially to the statement in the introduction in which it is required that in the future the practice of occupational medicine must be confined solely to doctors who are specially trained and *registered* and who should preferably work full-time in this field.

Apart from the fact that this is in contradiction with the Charter, according to which these doctors do not necessarily have to work full-time, the CP feels that these matters have nothing to do with harmonising training and qualifications, to which of course the ACMT has to confine itself.

#### 2. Therefore,

The CP considers that regarding the insertion of training of occupational health physicians in the Directive on the mutual recognition of specialists:

- 2.1 The directive should be limited to defining the equivalence of diplomas or certificates of occupational health;
- 2.2 This equivalence of certificates or occupational health diplomas must be linked to either full-time or part-time training according to the regulations adopted by the Directives for other forms of training of specialists.
- 2.3 A minimum number of hours should not be laid down for training in occupational medicine, any more than the coordination of other forms of training of specialists outlined in the Directives of Coordination. It is enough in this respect to recognise 2 years training and indicate these services where this training should be carried out.

### 9.4 Report on AIDS and Occupational Health

(CP 89/176 Annex I, Corrected)

#### AIDS/HIV

It was agreed that there are four criteria which must be satisfied if an accident/illness is to be recognised as occupational:

1. The illness or accident must itself have clear diagnostic criteria to identify it.
2. The illness/accident must exist in the working conditions.
3. The time interval between exposure and the development of the illness/accident must be consistent with the development of the illness or injury. For example, hepatitis would have to occur within the incubation period of that disease; a period of years might elapse before the diagnosis of an occupational cancer. The intention is to establish a reasonable link between cause and effect.
4. There must be a record of the provoking incident to which the illness/accident is attributed.

In the Member States, systems are varied. In some, it is sufficient for an exposed worker to be diagnosed as suffering from a condition listed as an occupational illness or accident.

In others, failure to meet the criteria of health and safety law does not prevent a claim by the individual against the employer in civil law.

It was agreed that, in broad terms, an occupational disease may be regarded as a prolonged occupational accident. They may be differentiated because the acute illness or sudden accident is more rapidly evident and investigation may indicate immediate action to prevent recurrence.