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## BOARD NOTICE

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### BOARD NOTICE 13 OF 2012

THE SOUTH AFRICAN DENTAL TECHNICIANS COUNCIL

(Dental Technicians Act, No 19 of 1979 as amended)

### NOTICE CONCERNING THE CONDITIONS OF EMPLOYMENT OF DENTAL TECHNICIANS WHO ARE EMPLOYEES

In terms of section 12 (4) of the Dental Technicians Act, 1979 (Act No. 19 of 1979, as amended by Act No. 43 of 1997), I, **Johannes Nkambule**, Registrar of the South African Dental Technicians Council, hereby publish the conditions of employment set out in the Schedule hereto, of dental technicians/technologists who are employees. The Council has determined in terms of section 12 (6) of the said Act, that the said conditions of employment shall be binding with effect from **1 November 2011** on every person who employs a dental technician/technologist in the profession of a dental technician and upon every dental technician/technologist so employed: Provided that this determination shall not be applicable to dental technicians/technologists who are in the employment of the State or a provincial administration.

Notice No. 20940 of 2000 dated 10 March 2000 is herewith repealed *in toto*.

### SCHEDULE

#### CONDITIONS OF EMPLOYMENT OF DENTAL TECHNICIANS WHO ARE EMPLOYEES

##### 1. DEFINITIONS

Any terms used in this determination which are defined in the Dental Technicians Act, 1979 (Act No. 19 of 1979, as amended by Act No. 43 of 1997), shall have the same meaning as in the Act, and unless inconsistent with the context-

**"Council"** means the South African Dental Technicians Council established in terms of the Dental Technicians Act, 1979, as amended;

**"day"** means a period of 24 (twenty-four) hours;

**"dental technician contractor"** means a dental technician or dental technologist who, with regard to the provisions of the Act, practices the profession of dental technician or dental technologist, as the case may be, for his or her own account, or who is a member of a partnership or an association of dental technicians or dental technologists, as the case may be, which practices that profession, or who is a member of a juristic person which carries on any business in which is performed any act specifically pertaining to the profession of dental technician or dental technologist, as the case may be.

**"employee"** means a registered dental technician or dental technologist or laboratory assistant or any other category of registration on the register of practitioners who is in the

employ of a dentists [sic] or dental technician and shall not include a dental technician contractor or a dental supplier;

**"establishment"** means any place in which any operation in connection with the profession of a dental technician is carried on;

**"month"** means a calendar month;

**"ordinary hours of work"** means the ordinary hours of work prescribed in clause 4 hereof: Provided that where in an establishment lesser hours than those prescribed in clause 4 are regularly worked, it means such lesser number of hours.

**"locum tenens"** means an employee who is employed to relieve a regular employee or dental technician contractor for any period during which a regular employee or dental technician contractor is absent, on sick or other leave;

**"part-time employee"** means an employee who is employed by the same employer, in addition to his/her full time employees, not more than 3 (three) days in any week;

**"salary"** means the amount of money payable to an employee in terms of clause 2 (1) in respect of his/her ordinary hours of work as prescribed in clause 1: Provided that, if any employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 2 (1), it means such higher amount.

## 2. REMUNERATION

### 2.1 Salary

The monthly minimum basic starting salary to be paid by the employer for every newly qualified dental technician employee shall be as determined by the Council from time to time.

### 2.2 Calculation of salary

- (a) The hourly salary of an employee shall be his/her weekly salary divided by the number of ordinary hours of work which he/she ordinarily works in a week.
- (b) The daily salary of an employee, shall be his/her weekly salary divided by 5 (five).
- (c) The weekly salary of an employee shall be his/her monthly salary divided by 4 (four) and 1/3 (one third).

### 2.3 Part-time employee

A part time employee shall be paid in respect of the total period worked on any day at a rate of not less than 1 (one) and ½ (one half) times the hourly wage prescribed in subclause (1) read with subclause (2).

#### 2.4 *Locum tenens*

A *locum tenens* shall be paid on an hourly basis and it shall not be based on a total remuneration which is less than that provided for in this clause.

#### 2.5 *Subsistence allowance and expenses*

The payment of a subsistence allowance or expenses to an employee who accompanies an employer on trips away from his/her usual place of residence, shall be by mutual arrangement between such employer and employee.

#### 2.6 *Pension fund contribution*

A compulsory monthly contribution of 7 (seven) percent of 1/12 (one twelfth) of an employee's pensionable salary shall be deducted by an employer and paid to the South African Dental Technician Employees Pension Fund or the applicable Pension Fund. An employer shall contribute an amount equal to the employee's monthly contribution to the Fund. The rules of the Fund are summarised in Annexure G hereto.

#### 2.7 *Medical aid contribution*

An employee shall be entitled to payment by an employer of 50 (fifty) percent of the monthly costs of membership of a medical aid scheme agreed by the employer and the employee, or in the absence of such agreement, the scheme described in Annexure H hereto.

### 3. PAYMENT OF SALARIES

3.1 Salaries and other amounts due to an employee shall be paid by an employer in cash or, with the consent of the employee, by cheque, monthly, and not later than 12:00 on the last working day of the month in respect of which payment is due, or on termination of employment if this takes place before the usual payday as prescribed above.

3.2 Salaries and other amounts due to part-time employees shall be paid by the employer in cash on termination of employment.

3.3 At the request of an employee an employer shall at the same time of payment of salaries or other amounts due referred to in subclause (1) and (2), supply such employee with a written statement setting out in detail the amounts due and payable to such employee, as well as the amounts and purpose of any deductions made from such amounts.

3.4 An employer shall not levy any fines against his/her employee nor shall he/she make any deductions from his/her employee's salary: Provided that-

- (a) with the written consent of his/her employee, deductions may be made by an employer for insurance-, pension- (as prescribed in Annexure G hereto), provident- or medical aid (as prescribed in Annexure H hereto) funds or for subscriptions to any association or body recognised by the Council as representative of the majority of dental technicians who are employees;
- (b) a deduction in terms of subclause (4) may be made to reimburse an employer for loss or damage only if-

- (1) the employee in writing agrees to the deduction;
  - (2) the loss or damage occurred in the course of employment and was due to the fault of the employee;
  - (3) the employer has followed a fair procedure and has given the employee a reasonable opportunity to show why the deduction should not be made;
  - (4) the total amount of the debt does not exceed the actual amount of the loss or damage; and
  - (5) the total deductions from the employee's remuneration in terms of this subparagraph, do not exceed  $\frac{1}{4}$  (one quarter) of the employee's remuneration in money;
- (c) any amount which an employer by law, ordinance, court order or arbitration award is required or permitted to make, may be deducted from his/her employee's salary.

3.5 Detailed particulars of all payments of salaries and other amounts and deductions made in respect of his/her employee shall be entered by the employer on a monthly basis in a wage register. Every employee shall sign the register each month opposite the entries made on his/her behalf in such register. A register must be kept by the employer for a period of 3 (three) years from the date of the last entry into the register.

#### 4. ORDINARY HOURS OF WORK

4.1 Save as otherwise provided in this Schedule, no employer shall require or permit an employee to work-

- (a) for more than 45 (forty five) hours, excluding mealtimes, in any one week; or
- (b) for more than 5 (five) days in any one week, Monday to Friday; or
- (c) on a Saturday, or
- (d) for more than 9 (9) hours per day from Monday to Friday; or
- (e) between the hours of 18:00 and 08:00; or
- (f) for a continued period of more than 5 (five) hours without an uninterrupted interval of at least 1 (one) hour: Provided that an employee may agree with his/her employer that the interval may be reduced to not less than 30 (thirty) minutes. Such agreement must be in writing and shall be retained by the employer for at least 1 (one) year: Provided further that periods of work interrupted by intervals of less than 1 (one) hour, unless the proviso above apply, shall be deemed to be continued.

4.2 Save as otherwise provided in this Schedule an employee shall be deemed to be working in addition to any period during which he/she is actually working-

- (a) during the whole of any interval in his/her work if-

- (1) he/she is not free to leave the premises of the employer for the whole of such interval; or
  - (2) the duration of such interval is not shown in the records required to be kept in terms of this Schedule; and
- (b) during any period during which he/she is on the premises of the employer: Provided that if it is proved that any such employee was not working and was free to leave the premises during any portion of any period referred to in paragraph (a) of the subclause, the presumption provided for in this subclause shall not apply in respect of such employee with reference to that portion of such period.

4.3 Notwithstanding the provisions of subclause (1), the Council may upon the joint application of an employer and employee, and in accordance with the provisions of clause 16, allow that employee to work on Saturdays in which event the employer shall allow the employee at least 90 (ninety) minutes paid time off for each hour he/she worked on such Saturday during the week immediately following such Saturday: Provided that where the Council has approved an application for an employee to work on Saturdays, such employee shall not be permitted or required to work for more than 40 (forty) hours during any week: Provided further that the Council may in such event stipulate the number of hours during which such employee shall be required or permitted to work on any day of the week.

- 4.4 (a) Every employer shall keep a register in the form prescribed in Annexure A hereto, in respect of each of his/her employees, in which such employees shall-
- (1) daily enter the particulars of time and overtime worked by him/her and shall verify such particulars by his/her signature; and
  - (2) enter particulars of the periods during which he/she was absent from work due to holiday leave, sick leave or for any other reason.
- (b) Every employer shall at the end of each month of employment of an employee certify in writing in the register referred to in paragraph (a) that the particulars entered by the employee during that month, is true and correct.

## 5. OVERTIME

5.1 Save as otherwise provided in this clause an employer may not require or permit an employee-

- (a) to work overtime, i.e. time worked outside the hours specified in clause 4 of this Schedule, except in accordance with an agreement between the employer and the employee.
- (b) to work more than-
  - (1) 3 (three) hours overtime a day; or
  - (2) 10 (ten) hours overtime per week.

5.2 No employee shall be dismissed or prejudiced in his/her employment by reason of his/her refusal to work overtime.

5.3 Payment for overtime shall be made with the following minimum rates:

- (a) At the rate of 1 (one) and  $\frac{1}{2}$  (one-half) times the hourly salary for each hour or part of an hour so worked on weekdays and, save as is provided in clause 4 (3), on Saturdays: Provided that if overtime calculated on a daily basis differs from that calculated on a weekly basis, the basis more favourable to the employee shall be adopted;
- (b) when an employee works on a Sunday, his/her employer shall either-
  - (1) pay the employee not less than double the remuneration payable in respect of the period ordinarily worked by him/her on a weekday, or double his/her ordinary rate of pay in respect of the total period worked by him/her on such Sunday, whichever is the greater; or
  - (2) by agreement between the employee and employer pay the employee remuneration at a rate not less than 1 (one) and  $\frac{1}{2}$  (one-half) times his/her ordinary rate of remuneration in respect of the total period worked on such Sunday and grant him/her within 7 (seven) days of such Sunday, one day's holiday and pay him/her in respect thereof remuneration at a rate not less than his/her ordinary rate of remuneration as if he/she has on such holiday worked his/her average ordinary working hours for that day of the week.

## 6. PUBLIC HOLIDAYS

6.1 An employer may not require an employee to work on a public holiday except in accordance with an agreement.

6.2 If a public holiday falls on a day on which an employee would ordinarily work, an employer must pay an employee who does work on the public holiday-

- (a) at least double the wage that the employee would ordinarily receive for work on that day; or
- (b) if it is greater, the amount wage that the employee would ordinarily receive for work on that day, plus the amount earned by the employee in respect of the total period worked by him/her on such a public holiday.

6.3 If an employee works on a public holiday on which the employee would not ordinarily work, the employer must pay that employee an amount equal to-

- (a) the employee's ordinary daily remuneration; plus
- (b) the employee's ordinary wage in respect of the total period worked by him/her on such public holiday.

## 7. PAID LEAVE

7.1 Every employer shall grant to every employee employed by him/her leave of absence with full pay as follows:

- (a) 15 (fifteen) consecutive working days in respect of each period of 12 (twelve) months employment with the employer, if such employee has not been in the continuous employ of the employer for a period of 10 (ten) or more than 10 (ten) years; and



- (b) 18 (eighteen) consecutive working days in respect of each period of 12 (twelve) months employment with the employer, if such employee has been in the employ of the employer for a continuous period of 10 (ten) or more than 10 (ten) years: Provided that once an employee has qualified for the right to get 24 (twenty-four) working days paid leave per annum, such right shall be retained by him/her in future irrespective of change of employer and length of service for subsequent employers: Provided further that in the case of an employee who served for a continuous period of 10 (ten) or more

than 10 (ten) years with the same employer as a dental technician outside the Republic of South Africa, such period, as accepted by the Council, shall be taken into consideration in establishing whether such employee is entitled to 24 (twenty-four) working days paid leave.

7.2 An employee may, at his/her request, be permitted to split and take his/her leave in shorter periods than those referred to in paragraphs (a) and (b) of subclause (1): Provided that at least 1 (one) period shall not be shorter than 2 (two) consecutive weeks.

7.3 An employer may not require or permit an employee to take annual leave during-

- (a) any other period of leave to which the employee is entitled in terms of this Schedule: Provided that an employer must permit an employee, at the employee's written request, to take leave during a period of unpaid leave.
- (b) any period of notice of termination of employment.

7.4 An employer must grant an employee an additional day of paid leave if a statutory public holiday falls on a day during an employee's annual leave on which the employee would ordinarily have worked.

7.5 If the last working day before an employee goes on leave is a Friday, the first recorded day of his leave shall be the Monday following such Friday.

7.6 Such leave as set out under subclause (1), shall be granted to the employee on a day to be fixed by the employer but not later than 4 (four) months after the termination of 12 (twelve) months of employment: Provided that if an employee has agreed thereto in writing before the expiry of the said period of four months, his/her employer may grant such leave to him/her as from a date not later than two months after the expiry of the said period of 4 (four) months.

7.7 An employee who has been employed longer than 4 (four) months, and whose employment terminates during any period of 12 (twelve) months of employment, before the period of leave prescribed in subclause (1), in respect of that period has accrued, shall, upon such termination and in addition to any other

remuneration which may be due to him/her, be paid in respect of each completed month of such period of employment an amount of not less than-

- (a) in the case of an employee referred to in subclause (1) (a), one fourth of the weekly salary he/she was receiving immediately before the date of such termination; and
- (b) in the case of an employee referred to in subclause (1) (b), one third of the weekly salary he/she was receiving immediately before the date of such termination.

7.8 An employer may make a proportionate deduction in respect of any days of leave granted to the employee with full pay before termination of employment: Provided that an employee-

- (a) who leaves the employer's employment without having given and served the period of notice prescribed in clause 13, unless the employer has waived such notice; or
- (b) who leaves the employer's employment without a cause recognised by law as sufficient; or
- (c) who is dismissed by the employer without notice for any cause recognised by law as sufficient for such dismissal shall not be entitled to any payment by virtue of this subclause.

7.9 An employee who has become entitled to a period of leave prescribed in subclause (1) read with subclause (8), and whose employment terminates before such leave has been granted, shall upon such termination be paid the amount he/she would have received in respect of the leave, had the leave been granted to him/her as at the termination.

7.10 Any period during which an employee-

- (a) is on leave in terms of subclause (1); or
- (b) is absent from work on the instruction or at the request of the employer; or
- (c) is absent on sick leave as prescribed in clause 8 of this Schedule or is absent on maternity leave as prescribed in clause 9 of this Schedule or absent in terms of the provisions contained in clause 10 of this Schedule,

shall be deemed to be employment for the purpose of subclause (1) and (8).

7.11 Employees shall be entitled to leave on full pay on all statutory public holidays.

7.12 For the purpose of this clause, employment shall be calculated from the date on which the employee last become entitled to annual leave on full pay, or the day of employment, whichever is the later, but not later than the date 1 (one) year prior to the coming into operation of this Schedule.

7.13 (a) At the written request of his/her employee an employer may permit an employee to accumulate up to 10 (ten) working days leave per year over a period of not more than 36 (thirty-six) months of employment: Provided-

- (1) that the request is made by such employee not later than 4 (four) months after the expiry of the first period of 12 (twelve) months of employment to which the leave relates; and
- (2) that the date of receipt of the request and the employer's signature are endorsed on the request and the employer shall retain the request at least until after the expiry of leave.

(b) Accumulated leave can be taken at any time as agreed upon between the employer and employee: Provided that leave accumulated over a period of 36 (thirty-six) months shall be granted within a period of 60 (sixty) days commencing from the date of expiry of the period of 36 (thirty-six) months. If such accumulated leave is not granted or taken as aforesaid, the employer shall upon the expiry of the said 60 (sixty) days pay to the employee an amount, to be determined in terms of subclause (8), in respect of such accumulated leave.

(c) If, upon termination of employment an employee has any accumulated leave to his/her credit, the employer shall on the last working day of the employee, pay to such employee an amount to be determined in terms of subclause (8), in respect of such accumulated leave.

7.14 An employee, whose sick leave, as prescribed by clause 8, becomes exhausted whilst being absent as a result of sickness, shall be allowed to extend his/her absence on full pay by taking any paid leave which have accrued up to the date on which his/her sick leave became exhausted: Provided that-

(a) a medical certificate is produced to his/her employer in respect of the extended absence; and

(b) any paid leave taken in this manner shall be offset from the total paid leave due to the employee.

## 8. SICK LEAVE

8.1 Subject to the provisions of subclause (2), an employer shall grant to his/her employee, other than a part-time or *locum tenens* who works less than 24 (twenty-four) hours per month for an employer, who is absent from work for incapacity, not less than 30 (thirty) days sick leave in total during each cycle of 36 (thirty-six) consecutive months of employment with such employer, and shall pay such employee in respect of any period of absence in terms of this subclause not less than the salary he/she would have received had he/she worked during such period: Provided that in the first 12 (twelve) consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than 1 (one) working day in respect of each completed month of employment.

8.2 An employer may, as a condition precedent to the payments by him/her of any amount claimed in terms of this clause by an employee in respect of any absence from work-

(a) for a period governing more than 2 (two) consecutive workdays; or

(b) on the workday immediately preceding a Saturday or public holiday, or the workday immediately succeeding the Sunday or a public holiday,

require the employee to produce a certificate signed by a registered medical practitioner stating the nature and duration of the employee's incapacity: Provided that when an employee has during any period of not more than 8 (eight) weeks been absent on 2 (two) or more occasions without producing such a certificate his/her employer may during the period of 8 (eight) weeks immediately succeeding the last such occasion, require him/she to produce such a certificate in respect of any further absence.

8.3 For the purpose of this clause the expression-

(a) "employment" shall be deemed to include any period during which an employee is absent-

(1) on leave in terms of clause 7, 9 and 10;

(2) on the instructions or at the request of his/her employer;

(3) on sick leave in terms of subclause (1),

amounting in total, in any year, to not more than 10 (ten) weeks.

- (b) "incapacity" means inability to work owing to any sickness or injury other than sickness or injury caused by an employee's own misconduct: Provided that any such inability to work, caused by an accident or occupational disease as defined in the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993, shall only be regarded as incapacity during any period in respect of which no disablement payment is payable in terms of this Act.

## 9. MATERNITY LEAVE

9.1 A female employee is entitled to at least 4 (four) consecutive months unpaid maternity leave.

9.2 A female employee may commence maternity leave-

- (a) at any time from 4 (four) weeks before the expected date of birth, unless otherwise agreed between the employer and employee; or
- (b) on a date from which a medical practitioner certifies that it is necessary for the employee's health or that of the unborn child.

9.3 No employee may work for 6 (six) weeks after the birth of a child, unless a medical practitioner certifies that she is fit to do so.

9.4 An employee must notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to-

- 9.4.1 commence maternity leave; and
- 9.4.2 return to work after maternity leave.

9.5 Notification in terms of subclause (4) must be given-

- 9.5.1 at least 4 (four) weeks before the employee intends to commence maternity leave; or
- 9.5.2 if it is not reasonable practicable to do so, as soon as is reasonably practicable.

## 10. FAMILY RESPONSIBILITY

10.1 Any employee who has been in employment with the employer for longer than 4 (four) months and who works for at least 4 (four) days a week for that employer, is entitled to leave in terms of this clause.

10.2 At the request of the employee, an employer must grant an employee during each annual leave cycle 3 (three) days paid leave, which the employee is entitled to take-

- (a) when his/her child is born;
- (b) when his/her child is sick; or
- (c) in the event of the death of-

- (1) his/her spouse or life partner; or
- (2) his/her parent, grandparent, child, grandchild or sibling.

10.3 An employer must pay an employee for a day's family responsibility leave the wage that the employee would ordinarily have received for work on that day and pay it on the employee's usual pay day: Provided that before paying an employee for leave in terms of this clause, an employer may require reasonable proof of an event contemplated in subclause (2) for which the leave has required.

10.4 An employee's unused entitlement to leave in terms of this clause lapses at the end of the annual leave cycle in which it accrues.

## 11. OVERCOATS AND PROTECTIVE CLOTHING

An employer shall supply, free of charge, at least 4 (four) overcoats or other protective clothing, per annum to every employee in his/her employment.

## 12. LIMITATION OF EMPLOYMENT

12.1 No employee shall solicit or take orders or undertake work for gain or otherwise in the dental technician's profession, other than for his/her employer: Provided that undisclosed employment or involvement in activities or any nature in another organisation which constitutes a conflict of interest, will constitute a material breach of an employee's service contract and such an employee may be dismissed with or without notice or payment in lieu thereof.

12.2 No employee shall be employed by two or more employers who are not in a complete *bona fide* partnership, except that if the employee applied to the Council in writing for permission to do so, submitting with his/her application a letter of consent from the first employer and a corresponding request from the second employer, and the application was approved by the Council.

## 13. TERMINATION OF EMPLOYMENT

13.1 Subject to the provisions of paragraph (b) of this subclause not less than 4 (four) weeks notice, in writing, to take effect from the usual pay day of the employee, shall be given by an employer or employee to terminate a contract of service. An employer or employee may terminate the contract without notice by paying the employee or forfeiting to the employer, as the case may be, the wage in respect of the period of notice *in lieu* of such notice: Provided that this shall not effect-

- (a) any agreement between the employer and employee providing for a longer period of notice than 4 (four) weeks, of equal duration on either side: Provided that where there is such an agreement, the payment or forfeiture *in lieu* of notice shall correspond to the period of notice agreed upon;
- (b) notwithstanding anything to the contrary contained in this Schedule, the first month of employment will be regarded as a trial period, and the employer or employee as the case may be, may during that period give notice in writing of not less than 1 (one) week of termination of employment; and

- (c) the employment of a part-time or *locum tenens* [sic] shall be deemed to be on a daily basis and any employer may terminate the services of such employee on 24 (twenty-four) hours notice.

13.2 Notice of termination of a contract of employment given by an employer must-

- (a) not be given during any period of leave to which the employee is entitled in terms of clause 7, 8, 9 and 10; and
- (b) not run concurrently with any period of leave to which the employee is entitled, except sick leave.

13.3 Any termination of employment in terms of this clause will be subject to the provisions of-

- (a) the Disciplinary Code and Procedure prescribed in Annexure E hereto; and
- (b) the Retrenchment Code prescribed in Annexure F hereto.

#### **14. REGISTRATION OF EMPLOYEES**

14.1 Every employer must apply for the registration of his/her employees on the form prescribed in Annexure B hereto.

14.2 On receipt of the application referred to in subclause (1) the Registrar of the Council shall issue a certificate in the form of Annexure C hereto, if he/she is satisfied that a contract of employment has been entered into and that the provisions of any act or regulations relating to dental laboratories have been complied with.

14.3 If after a registration certificate has been issued to an employer, an employer employs any additional person or terminates the services of any of his/her registered employees, such employer shall furnish the Registrar with full particulars within 7 (seven) days from the date hereof. On receipt of such notification the Registrar shall either withdraw or amend any certificate as may be required.

14.4 An employer who has been requested by the Registrar to return the certificate issued to him/her shall do so within 14 (fourteen) days from the date of such request.

14.5 Where the Registrar has refused to issue any certificate to an employer, the application shall be referred to the Council by the Registrar.

14.6 All registration certificates issued shall be displayed in the laboratory.

#### **15. CERTIFICATES OF SERVICE**

Every employer shall, free of charge and at the time notice of termination of employment is given by the employer or an employee, issue to each of his/her employees who leave his/her service a certificate enclosed to this Schedule as Annexure D. The employer or his/her representative shall sign all certificates, forward one copy of the certificate to the Registrar within 7 (seven) working days from date of issue, and retain 1 (one) copy for register purposes.

## 16. EXEMPTIONS

16.1 Exemptions from any of the provisions of this Schedule, except clause 14 may be granted to or in respect of any person, by the Council, to the extent permitted by the Basic Conditions of Employment Act, 1997, as amended.

16.2 The Council shall fix the conditions subject to which such exemptions are granted, and the period during which it shall operate, and may after one week's notice in writing to the persons concerned, withdraw such exemptions, whether or not the period for which it was granted has expired.

16.3 The Registrar shall issue to every person exempted in accordance with the provisions of this clause, a licence signed by him setting out-

- (a) the full name of the person concerned;
- (b) the provisions of the Schedule from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

16.4 The Registrar shall-

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where exemption is granted to an employee forward a copy of the licence to the employer concerned.

16.5 Every employer or employee shall observe the provisions of any licence of exemption issued in terms of this clause.

## 17. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Schedule or concluded subsequent to such date shall be subject to the provisions of this Schedule.

## 18. ATTENDANCE OF MEETINGS BY EMPLOYEES

No employer shall refuse permission to an employee to attend any meeting of the Council or any committee thereof, of which such employee is a member.

<b>2.1</b> <b>DENTAL TECHNICIANS ACT</b>	
<b>Regulations</b>	<b>Act No. 19 of 1979</b>

**ANNEXURE G****PENSION FUND FOR DENTAL TECHNICIAN EMPLOYEES****1. DEFINITIONS**

Any terms used in this Annexure and which are defined in the Dental Technicians Act, 1979 (Act No. 19 of 1979, as amended by Act No. 43 of 1997), shall have the same meaning as in the Act, and unless inconsistent with the context-

**"Council"** means the South African Dental Technicians Council established in terms of the Dental Technicians Act, 1979, as amended;

**"employee"** means a registered dental technician or dental technologist or laboratory assistant or any other category of registration on the register of practitioners who is in the employ of a dentist [sic] or dental technician and shall not include a dental technician contractor or a dental supplier;

**"employers"** means dentists who are employers of dental technicians and dental technicians who are employers of dental technicians and, in relation to any particular employee, the "employee" shall mean the particular employer by whom he/she is for the time being employed;

**"Fund"** means the South African Dental Technicians Employees Pension Fund;

**"locum tenens"** means an employee who is employed to relieve a regular employee or a dental technician contractor for any period during which a regular employee or a dental technician contractor is absent on sick leave or other leave;

**"member"** means an employee who becomes a member of the fund and who has not ceased to be a member under the provisions of the rules of the fund;

**"part-time employee"** means an employee who is employed by the same employer, in addition to his fulltime [sic] employees, on not more than 3 (three) days in any week;

**"pensionable salary"** means the greater of-

- (a) the annual rate of the member's basic salary or wages on the



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date that the member enters the fund and on the first day of May each year thereafter; and

- (b) the gross earnings as stated on the member's employee tax certificate IRP5 issued by the employer for the 12 (twelve) months ending on the last day of February prior, or in respect of a member who is a provisional tax payer, the equivalent thereof;

**"trustees"** means the persons who supervise and control the fund and who have been appointed as such by the Council.

## 2. THE PENSION FUND

- 2.1 The pension fund is the South African Dental Technical Employees Pension Fund, registered in terms of the Pension Funds Act, 1956, and managed and administered by a financial services provider registered with the Financial Services Board.
- 2.2 The fund is a separate body and legal person distinct from its members and can sue and be sued in own name.
- 2.3 The control and supervision of the fund shall be vested in the trustees who have been appointed by the Council for this purpose.
- 2.4 The object of the fund shall be the provision of pension and other benefits to its members and death benefits to its members' dependants.
- 2.5 The fund shall be governed by rules approved by the Council which has also been approved by the Registrar of Pension Funds in terms of the Pension Funds Act, 1956 as amended.

## 3. MEMBERSHIP

- 3.1 Membership of the fund is compulsory for all dental technicians under the age of 65 (sixty-five) years, on them becoming employees.
- 3.2 For purposes of this clause, a person employed as a *locum tenens* or part-time employee shall not be eligible for membership of the fund.

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- 3.3 Subject to the provisions of section 12 (7) of the Act a member shall not be permitted to terminate his/her membership while he/she is an employee.

**4. APPLICATION FOR MEMBERSHIP, EVIDENCE OF AGE AND HEALTH**

Every member must-

- 4.1 complete and sign an application for membership of the fund on such form and in such manner as the trustees require and return it to the trustees;
- 4.2 produce to the trustees a birth certificate or other proof of age acceptable to the trustees [sic];
- 4.3 produce proof of health to the trustees.

**5. CONTRIBUTIONS BY EMPLOYERS AND EMPLOYEES**

- 5.1 A member who is an employee and has not yet retired on pension or has not yet become entitled to a disability benefit or has not yet attained the age of 65 (sixty-five) years, must contribute monthly 7 (seven) percent of one-twelfth of his/her pensionable salary to the fund.
- 5.2 An employer must contribute a monthly amount equal to the contributions made by each member who are in his/her employ, to the fund.
- 5.3 A member's contribution must be deducted by his/her employer from his/her remuneration and remitted to the trustees each month together with the employer's contribution.
- 5.4 For the purpose of payment of the monthly contributions referred to in subclause (1) and (2) an employer must sign a debit order in the form prescribed by the trustees, drawn on their bank account in favour of the fund.
- 5.5 Any amount paid to the fund in error shall be refundable to the employer.
- 5.6 If there is a change in the employ of a member, the employer must notify the fund thereof within 14 (fourteen) days of such change.

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- 5.7 If a member is on leave with full pay or with pay less than full pay, he/she shall continue to contribute on his/her full pensionable salary applicable immediately before his/her leave.
- 5.8 If a member is on leave without pay, he/she shall have the right, subject to the consent of his/her employer, to contribute on his/her full pensionable salary immediately before such leave, provided that he/she notifies the trustees in writing within 1 (one) month of his/her return to duty that he/she is exercising the right. The arrear contributions shall be paid within a period determined by the trustees by deduction from his/her salary.
- 5.9 If a member is on leave without pay for a period not exceeding 12 (twelve) months he/she shall in any event have the right not to contribute to the fund during such period.
- 5.10 No contribution shall be payable for any period in the employment of an employer after a member has reached the age of 65 years.

**6. MANAGEMENT AND ADMINISTRATION**

- 6.1 The fund shall be managed and administered by a financial services provider registered with the Financial Services.
- 6.2 The Board of trustees shall have the power to make rules for the management and administration of the fund, and may at any time as it deems fit make new rules or alter or repeal any existing rules.

**7. EXEMPTIONS**

Every application for exemption from the provisions of this determination, made in terms of section 12 (7) of the Act, must be made in writing to the Council and copied to the administrators of the fund and must contain full reasons for such application.