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- 9.4 All Employers shall be obliged to furnish the Council with a remittance advice or other written documentation, as may be determined by the Council from time to time, indicating such information that the Council in its sole discretion may require, including but not limited to the number of Employees employed in an Establishment, the Basic salary or wages paid to Employees and payment made for and on behalf of Employees.
- 9.5 Should an Employer be in default of its obligations in terms of this Agreement, all monies paid to the Council by virtue of the provisions of this Agreement shall:
- 9.5.1 first be allocated to settle the oldest debt in full on a monthly basis i.e. all of the oldest arrears for a specific month will first be settled where after the balance, if any, will be allocated to the month/s thereafter on the basis that all contributions for a specific month will be settled in full before moving to the next month;
- 9.5.2 be allocated to the under mentioned beneficiaries in the following order of preference:
- 9.5.2.1 Pension / Provident fund;
- 9.5.2.2 Union Fees;
- 9.5.2.3 EOHCB Fees;
- 9.5.2.4 Council Fees;
- 9.5.2.5 Sick Pay Fund;
- 9.5.2.6 Sick Benefit Fund;
- 9.5.2.7 Agency fees;
- 9.5.2.8 Bargaining levy;
- 9.5.2.9 Basic Council Fee (Only Area A);

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- 9.5.2.10 Minimum Council Fee (Only Area A);
 - 9.5.2.11 Penalties;
 - 9.5.2.12 RD Fees;
 - 9.5.2.13 Legal Fees;
 - 9.5.2.14 Interest on Pension Fund/Provident Fund
- 9.5.3 Should the payments received from Employers not specify a specific beneficiary, the payment so received will be allocated to the next beneficiary in the aforesaid order and so on until the payments received are sufficient to settle a beneficiary in full;
- 9.5.4 once the aforesaid allocations have been made, the Council will proceed to pay the beneficiaries, recorded in clause 9.5.2 above, accordingly;
- 9.5.5 the remittance advice or written document dispatched by the Employer to the Council on the date of payment shall indicate in respect of which Employees payment was made, for which beneficiary, what amount towards each beneficiary and time period for which the payment is made.
- 9.6 Every Employer shall be obliged to make available a legible copy of this Agreement to its Employees in the Establishment, which shall be readily accessible.
- 9.7 Notwithstanding anything to the contrary herein contained or implied by law, each and every term and condition of this Agreement shall be deemed to be separate and severable from the other terms hereof. If any term is found to be vague or invalid or unenforceable, that term shall be treated as *pro non scripto* and shall in no way affect the validity of the remaining terms and provisions hereof.