



Laura Varela Lewenberg <laura.ecommunities@gmail.com>

CONTRACT OF THE EMPLOYEES

3 mensajes

Marbella Hill View <mhvcomunidad@gmail.com>

11 de diciembre de 2020, 14:09

Para: "Lisbet C. Kristensen" <lck@frinova.dk>, Shuj Datoos <shuj.datoos@gmail.com>, Paul Cossins <paul@elsotodemarbellaproperty.com>, Rens Zwanenburg <r.zwanenburg@hotmail.com>, Steve Griffin <graciegriffin@btinternet.com>, Ivan Waring <ivan.waring@gmail.com>, Laura Varela Lewenberg <laura@e-communities.es>, Marbella Hill View <mhvcomunidad@gmail.com>

Dear Presidents:

We would like to inform you of the following:

The contract of the workers Ivan Waring and Deborah Solari made by Mr. Moleón did not comply with the mandate expressed by the presidents in the **EGM of 11/11/19 in its point N° 4**, in which it was approved to make a temporary contract for a period of one year.

Mr. Emilio Moleón, when carrying out the contract, opted for the **WORKS OR SERVICES** modality.

What is a **WORK OR SERVICE** contract?

It is a contract whose purpose is to carry out works or services within the company's activity, with an uncertain duration, and cannot be longer than three years.

However, the contract that Mr Moleón should have carried out is a temporary contract in the **EVENTUAL PRODUCTION CIRCUMSTANCES** mode, which is the contract that would correspond to the mandate approved in the EGM of 11/11/19.

Once again we find another example of the lack management carried out by Mr. Moleón with regard to labour and fiscal matters with the corresponding consequences that we now all of us need to assume.

The current situation is, at the end of the first year, **31 December 2020**:

- 1.- Make a dismissal with a compensation corresponding to the year worked, 33 days per year worked
- 2.- Continue with the current employment contract.

These are the only options allowed by law in Spain with the type of contract made.

If option 1 is chosen, a letter must be sent to the workers **15 days in advance**, that is, next Monday.

In the previous mail no more information has been sent about the contract because all the presidents have this information since on 21/11/19, Mr. Moleón sent them a copy of the contract where the contract already appears clearly.

We enclose again the contract that, at the time, we all received

Therefore, if no one objects to Mr Waring and Mrs Solari's contract, it will be automatically renewed on **1 January 2021** for a period of one year.

In response to Mr Lisbet's question, you are informed that Mr Waring is free to speak, to express freely any doubt or opinion as you have done, in fact on Thursday I was speaking with him without any problem since there is a fluid and normal relationship, I already expressed in the previous mail that there is *no problem in the employment relationship*, only in the problem raised by the different owners for the language to which the Ivan and Debbie have confirmed me that they are going to give solution with the hiring by their part of a Spanish teacher.

We are waiting for your answers, please send them as soon as possible.

Kind regards,

Laura Varela
Adminsitrator

Juan Rimbau
President SCG

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2 adjuntos

 **Contrato Ivan Waring-036-.pdf**
234K

 **Contrato Debbie Solari-036-.pdf**
235K

Lisbet C. Kristensen <lck@frinova.dk>

11 de diciembre de 2020, 15:36

Para: Marbella Hill View <mhvcomunidad@gmail.com>, Shuj Datoos <shuj.datoos@gmail.com>, Paul Cossins <paul@elsotodemarbellaproperty.com>, Rens Zwanenburg <r.zwanenburg@hotmail.com>, Steve Griffin <graciegriffin@btinternet.com>, Ivan Waring <ivan.waring@gmail.com>, Laura Varela Lewenberg <laura@e-communities.es>

Hi Juan,

Thank you very much for this explanation.

I now fully understand the issue and do support to prolong the contract for one more year.

Should we consider to make a **financial claim towards Emilio**, because he did not do, what the AGM authorized him to do on behalf of the community, but chose an incorrect contract in the matter?

It is very frustrating when we again and again experience that Emilio wasn't competent for the job, we had trusted him to do on our behalf.

Best regards / saludos

Lisbet C. Kristensen

President La Floresta de la Mairena

La Floresta, 3-5

Mail: lck@frinova.dk

[El texto citado está oculto]

Rens Zwanenburg <r.zwanenburg@hotmail.com>

18 de diciembre de 2020, 17:07

Para: "Lisbet C. Kristensen" <lck@frinova.dk>, Marbella Hill View <mhvcomunidad@gmail.com>, Shuj Datoos <shuj.datoos@gmail.com>, Paul Cossins <paul@elsotodemarbellaproperty.com>, Steve Griffin <graciegriffin@btinternet.com>, Ivan Waring <ivan.waring@gmail.com>, Laura Varela Lewenberg <laura@e-communities.es>, Rens Zwanenburg <lzwanenburg@interchem.nl>, Rens Zwanenburg <r.zwanenburg@hotmail.com>

Hi Juan,

In this case you have my fully support.

Regards,

Rens

Van: Lisbet C. Kristensen <lck@frinova.dk>

Verzonden: vrijdag 11 december 2020 15:36

Aan: 'Marbella Hill View' <mhvcomunidad@gmail.com>; 'Shuj Datoo' <shuj.datoo@gmail.com>; 'Paul Cossins' <paul@elsotodemarbellaproperty.com>; 'Rens Zwanenburg' <r.zwanenburg@hotmail.com>; 'Steve Griffin' <graciegriffin@btinternet.com>; 'Ivan Waring' <ivan.waring@gmail.com>; 'Laura Varela Lewenberg' <laura@e-communities.es>

Onderwerp: SV: CONTRACT OF THE EMPLOYEES

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