

RV: JUZGADO CUARTO CIVIL MUNICIPAL DE ARMENIA. PROCESO VERBAL DE PERTENENCIA. RAD: 2018-00044-00, LUCY FRANCO VS MARTHA LUCÍA LOZANO DE OTÁLORA Y OTROS. APODERADO: GERARDO ANTONIO HENAO CARMONA

Juzgado 04 Civil Municipal - Quindío - Armenia <j04cmpalarm@cendoj.ramajudicial.gov.co>

Lun 29/04/2024 12:46

Para:Correspondencia Juzgado 04 Civil Municipal - Quindío - Armenia <corresj04cmpalarm@cendoj.ramajudicial.gov.co>

 1 archivos adjuntos (561 KB)

FORMULACIÓN RECURSO DE REPOSICIÓN MARTHA LUCÍA LOZANO DE OTÁLORA JUZGADO CUARTO CIVIL MUNICIPAL.pdf;

Juzgado Cuarto Civil Municipal de Armenia
Carrera 12 Nro.20-63, Oficina 211
Palacio de Justicia "Fabio Calderón Botero"
E-mail: j04cmpalarm@cendoj.ramajudicial.gov.co
Tel: 7441132

AVISO IMPORTANTE: La dirección de correo electrónico j04cmpalarm@cendoj.ramajudicial.gov.co es de uso exclusivo del Juzgado para el envío y recepción de notificaciones constitucionales.

Acusar recibo de la presente notificación en el menor tiempo posible. En todo caso, y a falta de dicha confirmación, se advierte que se presume la recepción del presente mensaje, de conformidad con lo dispuesto en los artículos 20, 21 y 22 de la (Ley 527 del 18-08-1999).



Antes de imprimir este mensaje, por favor, compruebe que es necesario hacerlo. Una tonelada de papel implica la tala de 15 árboles y el consumo de 250.000 litros de Agua. El medio ambiente es cuestión de TODOS

De: gerardo antonio henoa carmona <geheca24@hotmail.com>

Enviado: lunes, 29 de abril de 2024 11:30 a. m.

Para: Juzgado 04 Civil Municipal - Quindío - Armenia <j04cmpalarm@cendoj.ramajudicial.gov.co>

Asunto: JUZGADO CUARTO CIVIL MUNICIPAL DE ARMENIA. PROCESO VERBAL DE PERTENENCIA. RAD: 2018-00044-00, LUCY FRANCO VS MARTHA LUCÍA LOZANO DE OTÁLORA Y OTROS. APODERADO: GERARDO ANTONIO HENAO CARMONA

RECIBAN ATENTO Y CORDIAL SALUDO.

ME PERMITO INTERPONER RECURSO DE REPOSICIÓN AUTO DE 23 DE ABRIL DE 2024.

RAD: 2018-00044-00

ATENTAMENTE,

GERARDO ANTONIO HENAO CARMONA

SEÑOR:
JUEZ CUARTO CIVIL MUNICIPAL DE ARMENIA.
LA CIUDAD.

FORMULACIÓN RECURSO DE REPOSICIÓN AUTO DE 23 DE ABRIL DE 2024.

PROCESO VERBAL DE PERTENENCIA.

DEMANDANTE: LUCY FRANCO FRANCO.

DEMANDADOS: MARTHA LUCÍA LOZANO DE OTÁLORA Y OTROS.

APODERADO: GERARDO ANTONIO HENAO CARMONA.

RAD: 630014003004-2018-00044-00

GERARDO ANTONIO HENAO CARMONA, mayor de edad, vecino de Armenia, identificado con cédula de ciudadanía número 7.536.209 expedida en Armenia, abogado titulado en ejercicio, con tarjeta profesional 100406 del Consejo Superior de la Judicatura, actuando como apoderado de MARTHA LUCÍA LOZANO DE OTÁLORA y otros, en el proceso verbal de PERTENENCIA, promovido por LUCY FRANCO FRANCO, atentamente interpongo recurso de reposición contra la providencia de 23 de abril de 2024, mediante la cual se impone multa de cinco (5) salarios a los demandados MARÍA TERESA LOZANO BERNAL y LUIS ALFONSO LOZANO BERNAL por la no asistencia a la audiencia celebrada el 28 de julio de 2023, a pesar de las razones de fuerza mayor expuestas en escrito presentado oportunamente dentro de los 3 días siguientes a la celebración de la misma.

En efecto, el escrito presentado 2 de agosto de 2023 da cuenta de las razones por las cuales a LUIS ALFONSO LOZANO BERNAL y MARÍA TERESA LOZANO BERNAL les era imposible asistir a la audiencia llevada a cabo el 28 de julio de 2023, como se indicó por razones de tipo laboral, la diferencia horaria y también residencia por fuera de la sede del despacho, audiencia a la que se citó para intervenir de forma personal, resultando para ambos complicado asistir debido a que el primero reside en Londres-Inglaterra y la segunda en el Guamo-Tolima.

Excusas con las cuales se demuestra que no fue por desidia ni por desinterés el hecho de no acudir al llamado de la justicia.

Se dijo en el escrito que MARÍA TERESA LOZANO como docente de la Institución Educativa Técnica Industrial Simón Bolívar del Guamo debía asistir a una capacitación a la cual estaba citada con mucha antelación, programada para el 28 de julio de 2023, resultándole imposible dejar de asistir a la misma y venirse para Armenia a cumplir el llamado de su despacho, por las implicaciones que tal situación pudiera generarle en razón a que actuaba en calidad de coordinadora de los profesores de la institución, tratándose de un hecho de fuerza mayor como se indicó en el escrito de justificación.

Ahora, respecto el otro demandado, LUIS ALFONSO LOZANO BERNAL, como se indicó y se demostró con los documentos anexos, se desempeña como CHEF en un restaurante de gran prestigio en la ciudad de Londres, cuya labor es la de dirigir todo el personal de cocina y dar el visto bueno a los platos que allí se distribuyen, situación que se constituye en fuerza mayor como se indicó con los documentos aportados dentro de los tres días siguientes a la audiencia.

Conforme lo anterior, ruego señor Juez reconsiderar la decisión y en consecuencia revocar y dejar sin efectos la sanción impuesta en su contra, pues se logra demostrar que no se trató de un acto deliberado ni de desinterés o desidia, fue por una situación laboral que les impidió asistir a la audiencia a la que se hace referencia.

También es importante tener en cuenta que las personas sancionadas no tienen recursos para atender semejante sanción, son asalariados que dependen de un salario mínimo para atender las obligaciones personales y de sus familias, MARÍA TERESA tiene una asignación mensual de \$ 2.300.000, mientras que LUIS ALFONSO devenga mil quinientos euros mensuales con un horario de 18 horas diarias.

Anexo de nuevo las excusas presentada el 2 de agosto de 2023, para que sean revisadas de nuevo por el señor Juez, y permitan reconsiderar la decisión.

Oportunidad:

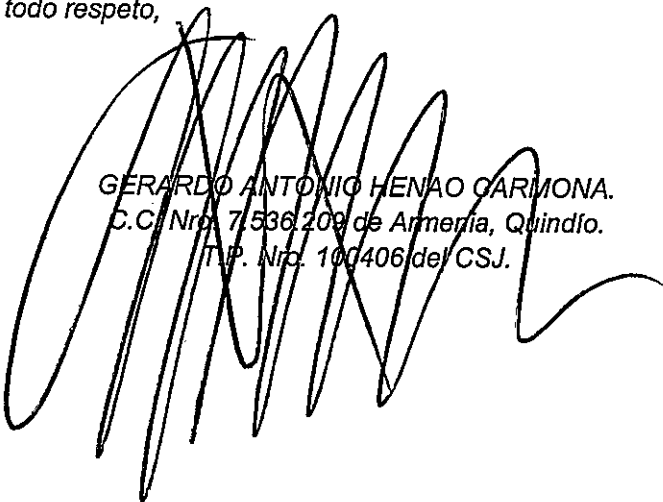
Se formula dentro de los tres días siguientes a la notificación por estado.

Apoyo normativo:

Artículos 318 y siguientes del Código General del Proceso.

Señor Juez, con todo respeto,

Atentamente,



GERARDO ANTONIO HENAO CARMONA.
C.C. Nro. 7.536.209 de Armenia, Quindío.
T.P. Nro. 100406 del CSJ.

Señor

JUEZ CUARTO CIVIL MUNICIPAL

Armenia Quindío

La suscrita MARIA TERESA LOZANO BERNAL, Mayor de edad, Residente en el Guamo Tolima, identificada con la cedula de ciudadanía numero 24.487.128 expedida en Armenia Quindío, por medio del presente, me permito informarle que no puedo asistir a la Audiencia de pertenencia por prescripción adquisitiva extraordinaria de dominio, radicado 630014003004 2018-00044-00, programada para el 28 de julio de 2023.

Lo anterior porque soy Docente de la Institución Educativa Técnica Industrial Simón Bolívar, ubicado en la dirección Calle 10 # 8-48 Barrio Centro Guamo Tolima.

Anexo constancia expedida por la Institución Educativa.

Atentamente,

Maria Teresa Lozano Bernal.
MARIA TERESA LOZANO BERNAL

C.C. 24.487.128 de Armenia Quindío

Carrera 7ª # 11-31 Barrio Centro Guamo Tolima

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INSTITUCION EDUCATIVA TECNICA INDUSTRIAL SIMON BOLIVAR
Resolución de reconocimiento de estudios No. 4935 Noviembre 19 de 2019
Guamo - Tolima



DANE: 173319000099 NIT: 890701961-0

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EL RECTOR DE LA INSTITUCIÓN EDUCATIVA TÉCNICA INDUSTRIAL "SIMÓN BOLÍVAR"

CERTIFICA:

Que la docente MARIA TERESA LOZANO BERNAL identificada con C.C. No. 24.487.128, pertenece y es miembro del COPAST de la institución educativa técnica industrial Simón Bolívar, municipio del Guamo, Tolima.

Para el 28 de Julio de 2023 se encuentra citada para una capacitación coordinada por la Secretaría de Educación y Cultura del Tolima, junto con los demás miembros del comité antes mencionado

Se expide a solicitud de la interesada a los 25 días del mes de julio de 2023.

DAIRO E. RINCON C.
DAIRO ENRIQUE RINCON CARDENAS
Rector

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Señor

JUEZ CUARTO CIVIL MUNICIPAL

Armenia Quindio

El suscrito LUIS ALFONSO LOZANO BERNAL mayor de edad, residente en Londres Inglaterra, 256 Ladbroke Grove, First Floor Flat en Londres W10 5LP, identificado con la cedula de ciudadanía No.7.520.366 expedida en La Tebaida Quindio. Por medio del presente me permito informarle que no puedo asistir a la audiencia de pertenencia por prescripción adquisitiva extraordinaria de dominio, radicado 630014003004 2018- 00044- 00, programada para el 28 de julio de 2023.

Resido desde hace varios años en Londres donde presto mis servicios como Head Chef en una compañía de Catering.

Anexo copia de mi ultimo contrato de trabajo con la empresa Etxeko Janaria Ltd.

Atentamente,



LUIS ALFONSO LOZANO BERNAL

CC. 7:520.366 La Tebaida

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Etxeko Janaria Ltd.
109 Ingrave Road
Brentwood
CM15 8BA

CONTRACT OF EMPLOYMENT

This document sets out your terms and conditions of employment. It contains the written particulars required by Part 1 of the Employment Rights Act 1996.

The terms and conditions of your employment as at 01-09-2022 are set out below.

Employee: Luis Alfonso Lozano Bernal

Address: 256 Ladbrooke Grove, First Floor Flat, London W10 5LP

CONTRACT OF EMPLOYMENT

This contract is between "Etxeko Janaria Ltd., and Luis Alfonso Lozano Bernal. And sets out the terms and conditions of employment.

1. JOB TITLE

- 1.1 Your job title is **Head Chef** on the terms and conditions set out in this contract of employment. You will report to the Line Manager.

2. DATE OF COMMENCEMENT OF EMPLOYMENT

- 2.1 Your employment with the Company in this job role commences on **01-09-2022**.
- 2.2 Your period of continuous employment for statutory purposes commences on **11-08-2011**.

3. REMUNERATION

- 3.1 Your basic salary will be **£51,254.20** per annum. This will be reviewed in March and normally on an annual basis thereafter, subject to your satisfactory work performance. There is no obligation on the Company to increase your salary at this annual review. Any increases awarded in pay will be notified to you in writing. Basic salary is payable directly into your bank account by equal monthly installments in arrears on or about the last day of each calendar month. Overtime is not payable in respect of your job.
- 3.2 The Company has the right to deduct from your salary or any other sums due to you (or require you to make a payment in respect of) any amounts agreed by you in writing, any amounts required by law, or any amounts owed by you to the Company (e.g. for unearned holiday already taken or overpayment of salary when leaving the Company or during employment for salary or other payments made in excess of entitlement).
- 3.3 A day's pay is calculated as basic annual salary divided by 260 for full time staff (pro rata for part time staff).

4. HOURS OF WORK

- 4.1 Normal hours of work are from 7.00 h. to 16.30 h., Monday to Friday and from 8.00 h. to 12.00 h., on Saturdays.

If you work less than 6 consecutive hours in a single day then you will not receive a break and if you work more than 6 consecutive hours in a single day you will receive 30 minute unpaid break.

You may be required to work additional hours when authorised and as necessitated by the needs of the business.

5. HOLIDAYS

- 5.1 In addition to statutory, bank and public holidays that are recognized by the Company you are entitled to 5.6 working week holiday with pay (pro-rata for employees who work part time) in each Holiday Year, or pro rata if your employment begins or ends part way through a Holiday Year. A 'Holiday Year' shall mean 1 September to 31 August. Holiday may only be taken with the prior approval of your manager and in accordance with the holiday rules.
- 5.2 Under current legislation there is a requirement for full time employees to take 4 weeks (20 days) paid holiday per year, inclusive of bank and public holidays (pro rata for part time staff). This holiday entitlement cannot be carried forward to the next holiday year nor is the Company able to make a payment in lieu of holiday not taken. You may only carry forward holiday entitlement in excess of this statutory requirement in exceptional circumstances and with the express agreement of the Director.
- 5.3 Any days of illness suffered by you whilst on holiday will normally be regarded as holiday and will be deducted from your annual holiday entitlement. This rule may be waived in exceptional circumstances and with the approval of the Director.
- 5.4 Whilst it is customary for the Company to close for bank/public holidays, the business needs may require your attendance at work on these days. If you are required to work on a Bank Holiday you will be entitled to one day's paid holiday in lieu.
- 5.5 On the termination of your employment you will either be entitled to payment in lieu of any outstanding pro rata holiday entitlement other than where your employment is terminated due to gross misconduct or (regardless of the reason for termination) you will be required to repay to the Company any payment received in respect of holiday taken in excess of your holiday entitlement.
- 5.6 Holidays must be taken at times convenient to the business and must be approved by your manager ideally at least one month in advance. You should give a minimum notice of twice the length of the holiday requested. Only in exceptional circumstances will employees be permitted to take more than 10 working days consecutive holiday at any one time and this is subject to the approval of the Managing Director. In the event that the Company closes its business down over a specific period such as Christmas and/or New Year, employees will be required to take the full period or periods of closure excluding Christmas Day, Boxing Day and New Year's Day out of their annual holiday entitlement.
- 5.7 Your entitlement to holiday as detailed in clause 6 is subject to you at all times following the Company holiday rules.

6. SICKNESS ABSENCE

- 6.1 If you are absent from work due to sickness or injury, you should report this to your manager by telephone (or in some other suitable way) no later than your normal start time on the first day of absence. You should continue to notify the Company each day if your sickness absence continues. For any such absence, you will be required to complete a self-certificate upon returning to work.
- 6.2 If your absence exceeds, or is likely to exceed, seven calendar days, you must obtain a medical certificate from your Doctor or from the hospital which should be sent as soon as possible to your manager. Further certificates should be submitted as necessary to cover your whole period of absence.

- 6.3 The Company will pay Statutory Sick Pay (SSP) in accordance with prevailing regulations. Compliance with company procedures as notified to you from time to time is an essential prerequisite to qualify for any payment of SSP.
- 6.4 Sickness payments will be reduced by any financial benefits which you may be entitled to claim from the DSS as a result of sickness or injury.
- 6.5 The Company reserves the right to require you to undertake a medical examination at any time by an appointed Company doctor subject to the provisions of any prevailing legislation and you agree to undertake such a medical if required.
- 6.6 Your entitlement to SSP for sickness absence is subject to you at all times following the Company Absence and Sickness rules.

7. PENSIONS

- 7.1 The Company operates a stakeholder pension scheme which you may elect to join and there is not a contracting out certificate in force. Further details will be provided on request.

8. TERM AND NOTICE

- 8.1 During your first year of service you are required to give 1 month's written notice to terminate your employment with the Company and you are entitled to receive from the Company 1 month written notice to terminate your employment. After two years of continuous employment you are required to give and to receive from the Company an additional weeks notice for each additional year of service up to a maximum of 12 weeks notice.
- 8.2 Your employment may be terminated without notice or compensation in lieu of notice for cases of gross misconduct.
- 8.3 Where notice to terminate is given by either party, the Company may require you not to attend for work for the duration of your notice period. During any such period you will continue to receive salary and remain obliged to provide any assistance that may be requested by the Company but unless required to do so you should not attend the Company's premises or contact the Company's employees or customers.

9. CONFIDENTIALITY & CONFLICTING INTERESTS

- 9.1 Without prejudice to your general duties at common law in relation to trade secrets and other confidential information, you shall not during your employment or at any time after the termination or expiry of your employment disclose or communicate to any person or persons or make use of trade secrets or confidential information (other than in the proper performance of your duties) and you shall use your best endeavors to prevent any disclosure, communication or use by any other person, of any trade secrets or confidential information.
- 9.2 The provisions of this confidentiality clause shall cease to apply to information or knowledge which comes into the public domain other than by your actions.

- 9.3 You shall not, without written agreement from a Director of the Company, for a period of 12 months after the termination of your employment, either on your own account or on behalf of any person, firm or company, directly or indirectly solicit or canvass in competition with the Company (or any associated or subsidiary company) the custom of any person, firm, or company who or which at any time during the period of twelve months prior to the date of termination of your employment was a customer of or in the habit of dealing with the Company and / or any associated or subsidiary company and with whom you had dealings.
- 9.4 During your employment with the Company you may not (except as a representative of the Company or with the consent in writing of the Managing Director) be directly or indirectly engaged in or concerned or interested in any other business.

10. WRITTEN STATEMENT OF EMPLOYMENT PARTICULARS

- 10.1 This contract of employment satisfies the requirement to provide you with a Written Statement of Employment Particulars under the Employment Rights Act 1996.

11. DATA PROTECTION POLICY

- 11.1 The Company is regulated by the Data Protection Act 1998 ("the Act") to the extent that it obtains, records or uses any information (which is "data" for the purposes of the Act) about you. The Act defines 'data processing' in such a way that by obtaining, recording and using information about you, the Company will be 'data processing' in relation to such information. The information will include the contents of any job application form, CV, and references together with HR records, appraisals and other records made about you during the performance of your employment under this contract. It is a term of this contract to which you signify your agreement when you sign this contract, that you consent to the Company processing any data that the Company obtains about you as a result of your being an employee of the Company.

You also consent to the Company processing "sensitive personal data" (as defined in the Act) about you. You consent to data being transferred outside the European Union where in the sole opinion of the Company such a transfer is necessary. The Company is obliged to provide you with certain information pursuant to the Act and you agree that the Company has discharged that duty by providing you with the information contained in Schedule 1 of this contract.

12. MONITORING OF COMMUNICATIONS

- 12.1 The Company reserves the right to make random checks on your use of Company telephones and faxes to ensure that Company policy regarding the making of personal telephone calls is being followed.
- 12.2 The use of the internet and e-mail is encouraged by the Company for business purposes only. All users must ensure that their use of the internet and e-mail, at all times, protects the intellectual property of the Company the confidentiality of information and the integrity of the IT environment. The Company reserves the right to make random checks and/or monitor the use by you of company equipment (including laptops and PC's); the internet and e-mail system to ensure that Company policy is being followed.

13. CHANGES IN TERMS AND CONDITIONS OF EMPLOYMENT

- 13.1 The Company reserves the right to make changes to your terms and conditions of employment as required by the needs of the business and where this is necessary you will be given reasonable notice (where possible, typically one month) by the Company.

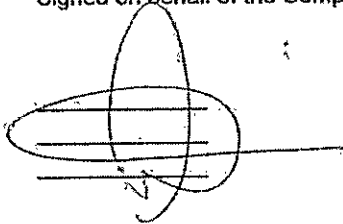
14. LAW AND JURISDICTION

- 14.1 This contract is subject to the laws of England and the parties agree to the jurisdiction of the English courts and tribunals.

15. OTHER AGREEMENTS

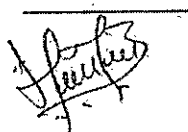
- 15.1 These terms and conditions comprise your entire contract of employment and shall supersede all other agreements relating to your employment.

Signed on behalf of the Company

A stylized, circular signature in black ink, written over a horizontal line.

Date..01-09-22

Agreed by:

A handwritten signature in black ink, written over a horizontal line.

Date..01-09-22

SCHEDULES OF ADDITIONAL INFORMATION

SCHEDULE 1

Data Protection Act 1998

Data Controller: ICO
Address: Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Data Controller's Representative: Ana I. Nodar
Address: 109 Ingrave Road
Brentwood
CM15 8BA

Purpose of data processing: to keep adequate records of your recruitment, contract, performance, disciplinary record, sickness record, pension details, wages, salary and other benefits, appraisals and all other information arising in the performance of your contract of employment for the purpose of the performance of the contract and the administration and management of your contract and the administration and management of the Company's business or organization and any other purpose arising from the relationship of employer and employee created by this contract.

Description of Data: all records of your recruitment, contract, performance, disciplinary record, sickness record, pension details, wages, salary and other benefits, appraisals and all other information arising in the performance of your contract of employment.

Intended Recipients of Data: the Company and all others authorized by you and /or your employer to receive data and all others to whom your employer is legally obliged to disclose the same at any time or to whom your employer deems it necessary or desirable to disclose data for the purposes set out above.

Countries outside the European Union to which data will or may be transmitted: [none]

SCHEDULE 2

The following information is provided to you in order to satisfy the requirements of Section 1 of the Employment Rights Act 1996. This information does not form part of your contract of employment.

1. The Company has disciplinary rules and procedures for dealing with misconduct and poor performance. These rules and procedures are in accordance with the ACAS code of practice. Please note that the disciplinary procedure does not form part of your contract of employment with the Company.
2. The Company has a procedure for dealing with grievances which is in accordance with the ACAS code of practice. Please note that the grievance procedure does not form part of your contract of employment with the Company.

3. There are no collective agreements which affect your terms and conditions of employment with the Company.

SCHEDULE 4

Disciplinary Procedure

1. Purpose and scope

This procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. The company rules (a copy of which is displayed in the office) and this procedure apply to all employees. The aim is to ensure consistent and fair treatment for all in the organization

2. Principles

Counselling will be offered, where appropriate, to resolve problems.

No disciplinary action will be taken against an employee until the case has been fully investigated.

At every stage in the procedure the employee will be advised of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.

At all stages of the procedure the employee will have the right to be accompanied by a trade union representative or work colleague.

No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.

An employee will have the right to appeal against any discipline imposed.

The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

The minimum three-step statutory process will be followed if an employee faces dismissal or certain kinds of actions short of dismissal.

3. The procedure

Stage 1 – Improvement note: unsatisfactory performance

If performance does not meet acceptable standards the employee will normally be given an improvement note. This will set out the performance problem, the improvement that is required, the timescale and any help that may be given. The individual may be advised that it constitutes the first stage of the formal procedure. A record of the improvement will be kept for 6 months, but will then be considered spent – subject to achievement and sustainment of satisfactory performance.

Stage 1 – First warning: misconduct

If the conduct does not meet acceptable standards the employee will normally be given a written warning. This will set out the nature of the misconduct and the change in behaviour required. The warning should also inform the employee that a final written warning will be considered if there is no sustained satisfactory improvement or change. A record of the warning should be kept, but it should be disregarded for disciplinary purposes after a specified period (e.g. six months)

Stage 2 – Final written warning

If the offence is sufficiently serious or there is a failure to improve during the currency of a prior warning for the same type of offence, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to action under Stage 3 (dismissal or some other action short of dismissal) and will refer to right of appeal. A copy of this written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 6 months subject to achievement and sustainment of satisfactory conduct or performance.

Stage 3 – Dismissal or other sanction.

If there is still a failure to improve the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or disciplinary suspension or transfer (as allowed in the contract of employment): Dismissal decision can only be taken by the appropriate Senior Manager, and the employee will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which the employment will terminate and the right to appeal. The decision to dismiss will be confirmed in writing.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right to appeal. A copy of the written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 6 months subject to achievement and sustainment of satisfactory conduct or performance.

Statutory discipline and dismissal procedure

If an employee faces dismissal- or certain action short of dismissal such as loss of pay and demotion- the minimum statutory procedure will be followed. This involves:

- Step 1: a written note to the employee setting out the allegation and basis for it
- Step 2: a meeting to consider and discuss the allegation
- Step 3: a right of appeal including an appeal meeting.

The employee will be reminded of their right to be accompanied.

Gross misconduct

The following list provides examples of offences which are normally regarded as gross misconduct:

- Theft, fraud, deliberate falsification of records
- Fighting, assault on another person
- Deliberate damage to organisational property
- Serious incapability through alcohol or being under the illegal drugs
- Serious negligence which causes unacceptable loss, damage or injury
- Serious act of insubordination

- Unauthorised entry to computer records

If you are accused of an act of gross misconduct, you may be suspended from work on full pay, normally for not more than five working days, while the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice in lieu of notice.

Appeals

An employee who wishes to appeal against a disciplinary decision must do so within five working days. The senior manager will hear all appeals and his/her decision is final. At the appeal any disciplinary penalty imposed will be reviewed.

Grievance procedure

If the employee has a grievance which cannot be settled informally or a formal approach is preferable, the employee should raise it formally with management. The following procedure will be adopted.

Step 1

The employee informs the employer of their grievance in writing

Step 2

The employer invites the employee to a meeting to discuss the grievance where the right to be accompanied will apply. The employer notifies the employee in writing of the decision and notifies of the right to appeal.

Step 3

The employee informs the employer if they wish to appeal. The employer must invite them to a meeting and following the meeting inform the employee of the final decision (Employees must take all reasonable steps to attend meetings)



INDICE DERECHO

FECHA DE NACIMIENTO 28-SEP-1954

LA TEBAIDA
(QUINDIO)

LUGAR DE NACIMIENTO

1.74 O+

ESTATURA G.S. RH

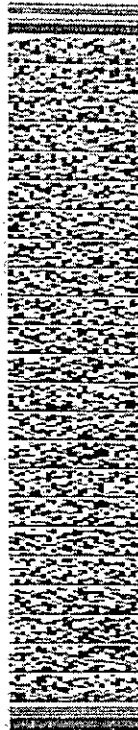
19-NOV-1975 ARMENIA

FECHA Y LUGAR DE EXPEDICION

M

SEXO

REGISTRADORA NACIONAL
ALFABETIZACION 1974



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REPUBLICA DE COLOMBIA
IDENTIFICACION PERSONAL
CEDULA DE CIUDADANIA

7.520.366

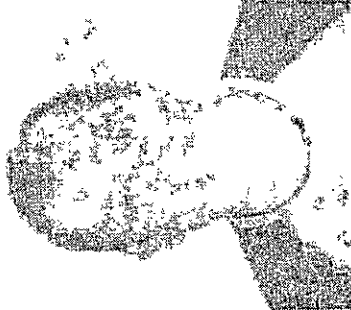
NUMERO

LOZANO BERNAL

APELLIDOS

LUIS ALFONSO

NOMBRES



[Signature]
FIRMA

100

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COUNCIL TAX 2023/2024

Mr L A Lozano
Mrs A I Nodar
Flat 1st Floor
256 Ladbroke Grove
London
W10 5LP

000065

Account reference: 4002563142

Property band: D

Date of issue: 29 Mar 2023

Reason for bill: Copy Bill

Address of property:

Flat 1st Floor
256 Ladbroke Grove
London
W10 5LP

This is your payment barcode to be used each time
you pay by Payzone (see back of bill for details).
Please do not write on or fold the barcode.



6335 5520 0700 0400 2563 1427

	Precept Amount	Total Change	% Change
Royal Borough of Kensington and Chelsea*	£874.80	£0.00	0.0
Greater London Authority	£434.14	£38.55	9.7
Adult Social Care Precept*	£113.46	£19.38	2.0
Total Annual Charge for Property**	£1,422.40	£57.93	4.2

*The Council Tax attributable to RBKC includes a precept to fund adult social care

**% change excludes any garden charge

Council Tax For Period 01 Apr 2023 to 31 Mar 2024	£1,422.40
Cost of Living Band A-D Rebate	-£100.00

Total Due	£1,322.40
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Instalment Details

15.04.2023	£134.40	15.09.2023	£132.00
15.05.2023	£132.00	15.10.2023	£132.00
15.06.2023	£132.00	15.11.2023	£132.00
15.07.2023	£132.00	15.12.2023	£132.00
15.08.2023	£132.00	15.01.2024	£132.00

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