Abstract

This study presents a review of different legislative aspects and their jurisprudential interpretation regarding problems generated by fixing minimum services for essential services in collective labor conflicts. During a conflict, the character of rendering services for activities considered essential displaces the axis of the company-worker relationship in order to preserve indispensable services for the community. Minimal services should be fixed by the authority of an impartial third entity, since it is not possible to leave this responsibility to the company. Minimum services do not alter the nature of the work performed, but they do cease responding to the contractual synallagma, since the work-for-salary exchange goes to the service for protecting the community’s fundamental rights. When the company designates personal for minimal shifts, it should adjust to what is agreed on in the collective agreement, act by governmental delegation, comply with the impartial third-party entity directive, and not be able to exercise in kind its power of management.

Keywords

Essential services, minimum services, collective agreement, collective conflict.