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# A discriminatory requirement for disabled persons in a collective agreement was changed

A case that the Swedish Equality Ombudsman has litigated in the labour court in 2019 has led to the removal of a discriminatory requirement for employment in a collective agreement for the staffing industry. According to the assessment of the Equality Ombudsman, this employment requirement has previously excluded thousands of disabled people from the possibility of being considered for certain temporary and part-time staffing jobs.

The requirement meant that those who applied for temporary extra work had to have another main occupation to be able to get a job. The consequence of this requirement was that people with disabilities, and therefore receiving part-time sickness allowance, were completely or partially excluded from the possibility to apply for part-time work.

In the present case, the woman had a disability which meant that she could only work 25 percent full time. She had been granted sickness allowance to an extent corresponding to the reduction of her working capacity, i.e. 75 percent. Due to the collective agreement, the recruiting staffing company informed her that the sickness allowance meant that she did not fulfil the requirement for having another main occupation. Therefore, she could not be considered for the job she had applied for.

The Equality Ombudsman brought an action on behalf of the woman against the parties to the collective agreement and demanded that the disputed collective agreement provision should be adjusted so that sickness allowance due to disability would be equated with having another main occupation. The Equality Ombudsman also filed a lawsuit against the recruiting company and demanded that it should pay compensation to the woman for the discrimination she had been subjected to.

As a result of the actions by the Equality Ombudsman, those social partners who were parties to the collective agreement agreed to amend it so that it became clear that sickness allowance shall be equated with having another main occupation when applying the provision. The staffing company also acknowledged that the woman with the disability had been discriminated. Against this background, an agreement was reached which meant that the woman received SEK 55,000 in compensation for the discrimination.