

To support you in your response, I include the following information about equal pay claims published on the Local Government Association website:

Men and women carrying out equal work for the same employer are entitled to the same terms and conditions of employment. This right derives from both European legislation (Article 157 of the EU Treaty (previously Article 141 of the EC Treaty)) and from the domestic Equality Act 2010 (formerly contained in the Equal Pay Act 1970). Under section 4 of the European Union (Withdrawal) Act 2018 Article 157 still retains effect in the UK following the UK's departure from the European Union. However, section 4 is due to be repealed at the end of 2023, meaning Article 157 will no longer have effect under that section, but the Government has indicated that prior to then it will introduce domestic legislation to replicate the effect of Article 157.

In general terms, the Equality Act (EA) gives women and men the right to equal pay for equal work unless there is a material reason for the inequality that is not related to sex. The EA achieves this by implying an "equality" clause into every contract of employment that enables a contract to be modified once a successful claim is made out.

The provisions in the EA that were formerly contained in the Sex Discrimination Act 1975 cover claims of less favourable treatment on the grounds of sex in non-contractual matters that arise in the workplace – e.g. discrimination in recruitment, training, promotion, dismissal and non-contractual benefits; and claims of sexual harassment and less favourable treatment on pregnancy and maternity grounds.

*In addition to the EA, the Equality and Human Rights Commission has produced a **Statutory Code of Practice on Equal Pay**. In its forward, the Code states that it is intended to be an "authoritative, comprehensive and technical guide to the Act's provisions". The Code is broken down into two parts, the first dealing with equal pay law and the second with good practice.*

1. Establishing the right to equal pay

In order to establish the right to equal pay under the EA, a woman must identify a "comparator" of the opposite sex, who works in the "same employment" and then establish that she and the comparator are:

- *employed on "like work"; or*
- *employed in jobs that are of "equal value"; or*
- *employed in jobs that have been "rated as equivalent".*

Once a woman has established her claim to equal pay it then falls upon the employer to show that the reason for the inequality is genuinely due to a

“material factor” that is not the difference in sex. If the employer cannot show that, it will be liable to the employee.

	31/12/18	31/12/19	31/12/20	31/12/21	31/12/22	29/12/23
1.How many equal pay claims have been made against your council in the time period between 31 December 2018 and 29 December 2023.	0	10	0	0	0	0
<p>2. Please share the cost of claims closed/settled with compensation paid for successful claims in the last five years (31 December 2018 and 29 December 2023) in relation to equal pay claims. Please include the following information in the table:</p> <p>The Council has not paid compensation for any successful equal pay claim.</p>						
a.Compensation paid	Info not held	Info not held	Info not held	Info not held	Info not held	Info not held
b.Defence costs paid	Info not held	Info not held	Info not held	Info not held	Info not held	Info not held
c.Claimant Costs Paid	Info not held	Info not held	Info not held	Info not held	Info not held	Info not held
None						
d.Total Paid	Info not held	Info not held	Info not held	Info not held	Info not held	Info not held
3. What is your council's current	The Council confirms it holds information that falls within the description of your request.					



<p>estimated equal pay liability?</p>	<p>However, the following exemption apply.</p> <p>Section 42(1)(b) : Legal Litigation Privilege</p> <p>Section 42 states:</p> <p>42. - (1) Information in respect of which a claim to legal professional privilege or, in Scotland, to confidentiality of communications could be maintained in legal proceedings is exempt information.</p> <p>Section 42 provides an exemption under FOIA for information which is subject to LPP.</p> <p>The client's ability to speak freely and frankly with his or her legal adviser in order to obtain appropriate legal advice is a fundamental requirement of the English legal system. The concept of LPP protects the confidentiality of communications between a lawyer and client. This helps to ensure complete fairness in legal proceedings.</p> <p>Information can be withheld if it is subject to legal advice privilege or litigation privilege.</p> <p>b.Litigation privilege relates to confidential communications made for the purpose of providing or obtaining legal advice in relation to proposed or contemplated litigation. This type of privilege can only be relied upon in circumstances where the following criteria are met:</p> <ul style="list-style-type: none"> • where litigation is underway or anticipated. Where litigation is anticipated there must be a real likelihood of litigation taking place; it is not sufficient that litigation is merely a possibility; • the dominant purpose of the communications must be to obtain advice to assist in the litigation; and • the communications must be made between a professional legal adviser and client although privilege may extend to communications made with third parties provided that the dominant purpose of the communication is to assist in the preparation of the case. <p>The Council has taken into account the ICO Decision notice IC-67074-B4F6 that litigation privilege applies to:</p> <p>"Information which has been communicated between clients and lawyers for the purposed of obtaining legal advice and representation in respect of litigation"</p>
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	<p>The Council currently has live equal pay claims and whilst no liability is accepted, the claims are at Employment Tribunal and both parties have negotiated settlement offers which are to be covered by COT3's.</p> <p>Under a confidentiality clause of these COT3's, both parties agree not to disclose details of individual settlement offers. Until all offers have been accepted it is not possible for the Council to provide an estimate of this overall figure. The COT3 implications are also such that it beyond acceptance, were that to occur, disclosure would give rise to an actionable breach of contract against the Council.</p> <p>Disclosing this information would amount to a breach of confidentiality and have significant impact on any current or future negotiations for the Council resulting in a lack of trust, confidence and reputational damage.</p> <p>Public interest in releasing the information</p> <p>There is a public interest in the public being fully informed about the amount of pay claim liability. This is particularly the case because any settlements will be funded by public money.</p> <p>Also the release of the information would lead to a better informed public and promote a culture of openness and transparency within the Council.</p> <p>Public interest in withholding the information</p> <p>However, this is outweighed by the public interest in the Council being able to withhold information that is the basis of ongoing litigation. To ensure that information is not disclosed into the public domain that would result in a breach of confidentiality and impact on the Council's ability to negotiate claim settlements.</p> <p>Conclusion</p> <p>On balance, we have determined for the reasons explained above that the public interest test is better served by withholding this information under Section 42(1)(b) Legal litigation privilege at this time.</p>
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Please note, the following applies, if the response includes council officers (or other officers) names.

If you are a company that intends to use the names and contact details of council officers (or other officers) provided for direct marketing, you need to be registered with the Information Commissioner to process personal data for this purpose. You must also check that the individual (whom you wish to contact for direct marketing purposes) is not registered with one of the Preference Services to prevent Direct Marketing. If they are you must adhere to this preference. You must also ensure you comply with the Privacy Electronic and Communications Regulations (PECR). For more information follow this Link www.ico.org.uk

For the avoidance of doubt the provision of council (and other) officer names and contact details under FOI does not give consent to receive direct marketing via any media and expressly does not constitute a 'soft opt-in' under PECR.

