

STANDING COMMITTEE ON PUBLIC ACCOUNTS

May 1, 1990

Mr. Chairman: — We'll be carrying on with consideration of the Executive Council, unless there's any other items members wish to raise before we do that.

Mr. Lyons: — Mr. Van Mulligen, I have here a motion that I would like to put forward:

That this committee authorize under sections 59(3)(k) and 54 of The Legislative Assembly and Executive Council Act the attendance of two members of the committee and the committee Clerk at the 12th annual meeting of the Canadian Council of Public Accounts to be held in St. Johns, Newfoundland, July 8 to 11, 1990.

Mr. Chairman: — Moved by Mr. Lyons.

Mr. Lyons: — And Harry and I go.

A Member: — Good.

A Member: — No, no, Mike's staying home and I'm going.

A Member: — No chance.

Mr. Chairman: — Any discussion on the motion. All agreed? Opposed?

Agreed.

Public Hearing: Executive Council (continued)

Mr. Chairman: — Carrying on with the Executive Council, I'm not sure who had the floor last time, but . . .

A Member: — Mr. Anguish.

Mr. Chairman: — Was it Mr. Anguish?

Mr. Anguish: — Yes. I believe I did.

Mr. Chairman: — Go ahead, Mr. Anguish.

Mr. Anguish: — Mr. Sojonyk, can you provide us with a copy of the service contract of Mr. Riddell?

Mr. Sojonyk: — Mr. Chairman, the contract of personal employment have always been considered confidential.

Mr. Anguish: — Well this individual no longer works with the Executive Council. He doesn't work for province of Saskatchewan. He works for another government. We know that he's been paid out a substantial amount of money, and why is there items in the service contract that we have not discussed that would make it confidential? If we already have the information through discussion last day in public accounts and we know the amount that was paid out, why would we not be able to have a copy of it?

Mr. Sojonyk: — Mr. Chairman, the contract of personal employment has always been considered confidential, and in fact when it's concluded with the individual and we arrive at the personal employment contracts, it is always deemed to be terms between the individual and

the employer. Of course there's the personal interests of the individual involved and it has been our traditional practice.

Mr. Anguish: — Can you tell us what the annual salary of Mr. Riddell was?

Mr. Sojonyk: — Mr. Chairman, the salary per month was \$7,747.

Mr. Anguish: — So the separation pay-out was more than a year's salary. Is that correct? The separation pay-out was 95,263.02.

Mr. Sojonyk: — The separation pay-out was based on the terms of that individual employment contract, Mr. Chairman.

Mr. Anguish: — Would it be safe to say that upon expiry of the agreement or termination of the contract for other than reasons of just cause, the employee was paid at a *pro rata* basis an amount equal to two months salary for each year of service as a member of executive forum, and 12 months in lieu of notice if he had been terminated.

Mr. Sojonyk: — Well in principle terms, Mr. Chairman, that could be the case. Although personal employment contracts are relatively standard, they do differ on some instances. So there could be differences between each contract in certain cases. But that which was indicated is consistent with some of the contracts.

Mr. Anguish: — Well was that consistent? Is that how Mr. Riddell was paid out?

Mr. Sojonyk: — I believe so, Mr. Chairman.

Mr. Anguish: — Did he get any pay in lieu of notice? Did that situation apply to Mr. Riddell?

Mr. Sojonyk: — Mr. Chairman, as best I can recollect and as the records indicate, the separation pay-out was in accordance with the terms of the contract in that particular case.

Mr. Anguish: — Was there any pay in lieu of notice in the situation where Mr. Riddell left the government? That's all I ask you? Was there pay in lieu of notice. And if so how much?

Mr. Sojonyk: — Mr. Chairman, with respect to pay in lieu of notice, the separation payment did not include that. I indicated, I think the other day, that the departure of this individual was mutually agreed to, but I also indicated that resignation is sometimes a vehicle by which contracts are concluded.

Mr. Anguish: — There was no pay and no notice then for Mr. Riddell when he left the employ of . . .

Mr. Sojonyk: — But the separation pay-out was in accordance with the terms of the contract.

Mr. Anguish: — Well then the terms of the contract for Mr. Riddell would be that the employee was paid on a *pro*

rata basis in the amount equal to two months salary for each year of service?

Mr. Sojonky: — Mr. Chairman, the terms that were just read are part of a standard personal employment contract. However, I indicated that there are some differences in terms in contracts, one between the other.

Mr. Anguish: — Was there a difference from the standard in Mr. Riddell's case?

Mr. Sojonky: — I indicated that there could be, Mr. Chairman, and the contracts are personal in nature, but that which was indicated is typical of a standard contract.

Mr. Anguish: — Well we're asking you about Riddell's contract. Was that Riddell's contract or not? Why can't you answer that to us?

Mr. Sojonky: — Mr. Chairman, I've indicated that contracts traditionally have been and are negotiated between the individual and the employer. And I indicated what is typically true in a standard service contract. And because there's an agreement between individual and the employer, I can indicate again that the departure was mutually agreed to. Resignation is the vehicle by which sometime that is done, but the individual terms are between the employee and the employer and mutually agreed to in that regard.

Mr. Anguish: — How about Larry Martin, your predecessor? Was it mutually agreed that he leave too, or was it a resignation in Mr. Martin's case?

I asked you if it was mutually agreed that Mr. Martin, your predecessor, leave too.

Mr. Sojonky: — Mr. Chairman, my recollection of the public accounts in the material I've got, I don't have knowledge of that.

Mr. Anguish: — What about Sean Quinlan? When Sean Quinlan left, Mr. Sojonky, was it by mutual agreement, or did he resign, or did someone fire him? What was the situation with Mr. Quinlan?

Mr. Sojonky: — Mr. Chairman, I can attempt to look that up now.

Mr. Chairman, the records indicate that this individual didn't leave in the year under review, and I believe it was in 1988.

Mr. Anguish: — Did he have a personal service contract?

Mr. Sojonky: — Well, Mr. Chairman, the records I have don't pertain to the year that we're speaking of, or that the question is referring to.

Mr. Anguish: — I can sure see why they appointed you in the job that you're in right now, Mr. Sojonky.

Mr. Chairman: — Can I just . . . Mr. Anguish, there is no need for that. The question was about Mr. Quinlan. Was he employed by the Executive Council, by the government?

Mr. Sojonky: — As I recollect he was, but I'm not familiar with his status. And the records here are for the year '87-88, and I believe he left government employment in '88 in the fiscal year.

Mr. Chairman: — After this particular fiscal year. The question then was, Mr. Anguish's question was, was there a personal services contract during the year under review?

Mr. Sojonky: — As far as I know, the answer is he did not.

Mr. Anguish: — What about Ron Shorvoyce? Does he have a personal service contract?

Mr. Chairman: — And again I assume that's during the year under review.

Mr. Anguish: — Oh certainly, Mr. Chairman.

Mr. Sojonky: — With respect to the year under review, I think the answer is no.

Mr. Anguish: — Does William Craig Dutton have a personal service contract?

Mr. Sojonky: — The answer, Mr. Chairman, is no.

Mr. Anguish: — What is William Craig Dutton's position in Executive Council?

Mr. Sojonky: — Mr. Chairman, he is no longer employed.

Mr. Anguish: — What was his position in Executive Council?

Mr. Sojonky: — Mr. Chairman, his role was principal secretary to the Premier.

Mr. Anguish: — And you're telling me there was no personal service contract with Mr. William Craig Dutton? There was no personal service contract similar to those that you accord to associate deputy minister levels?

Mr. Sojonky: — Mr. Chairman, he was not at the level of associate deputy minister and he did not have a contract.

Mr. Anguish: — How about Donald Pringle? Did he have a contract?

Mr. Sojonky: — Mr. Chairman, the answer is no, and the role he held was senior advisor to the Premier.

Mr. Anguish: — And what was Sean Quinlan's position, Mr. Sojonky?

Mr. Sojonky: — Mr. Chairman, he was director of communications.

Mr. Anguish: — And you've already stated that he had no personal service contract.

Mr. Sojonky: — That's correct, Mr. Chairman.

Mr. Anguish: — How about Ronald Lloyd Sarvajc? What

position did he hold?

Mr. Sojonky: — His role, Mr. Chairman, was cabinet press officer.

Mr. Anguish: — Did he have a personal service contract?

Mr. Sojonky: — No.

Mr. Anguish: — How about John Weir? What position did he hold?

Mr. Sojonky: — Mr. Weir's title, Mr. Chairman, was assistant principal secretary and he didn't have a personal service contract, but I might add those who did included Mr. Riddell, Mr. Martin, Mr. Hewitt, and Mr. Randy Harrold. All others did not have one.

Mr. Anguish: — Mr. Riddell and who else? Mr. Hewitt?

Mr. Sojonky: — Mr. Martin, Mr. Hewitt, and Mr. Harrold.

Mr. Anguish: — How many of those four people you just mentioned are still with the Executive Council?

Mr. Sojonky: — One.

Mr. Anguish: — Which one, Mr. Sojonky?

Mr. Sojonky: — Mr. Hewitt.

Mr. Anguish: — So in subsequent years it would be safe to say that these individuals will appear as having very large salaries, as *Public Accounts* titles them, because of their personal service contracts?

Mr. Sojonky: — Well, Mr. Chairman, I don't know what in subsequent years the *Public Accounts* will read, quite frankly.

Mr. Anguish: — Well how about Mr. Harrold? What was in his personal service contract? Did he have a clause in there that read, upon expiry of the agreement for termination of the contracts for other than reasons of just cause, the employee shall be paid on a *pro rata* basis an amount equal to two months salary for each year of service as a member of the executive forum, and 12 months in lieu of notice? Did he have that clause in there?

Mr. Sojonky: — Mr. Chairman, that information that has just been indicated is part of the standard contract, and I believe Mr. Harrold left following the year under review.

Mr. Anguish: — As much as I'm enjoying this, Mr. Chairman, I need to go to Crown corporations, so maybe someone else would take over the . . .

Mr. Lyons: — Mr. Sojonky, I just want to make it clear from the questions by Mr. Anguish that in connection with contractual arrangements between individuals . . . (inaudible interjection) . . . You said last day that other members of Executive Council had other types of contractual arrangements. I believe the exact words, and I certainly don't want to misquote you:

. . . we have . . . employees who are part of the

classified service and then there would be cases where there would be contractual arrangements with people.

And just prior to that . . . So, Mr. Anguish said:

So three that have this type of personal service contracts. Are there personal service contracts with other employees within Executive Council?

And your response was:

Not in the context, Mr. Chairman, in which we're discussing at all.

Now what other context would there be?

Mr. Sojonky: — Mr. Chairman, my reference there were to people who would be hired on a casual or similar basis and we sometimes referred to those as personal service contracts, but that is no relationship to what I've indicated in the information with respect to the answers I've just previously given.

Mr. Lyons: — Well are there any other members of Executive Council, or were there any other members of Executive Council in the year under review that had personal service contracts in that other context that you talked about?

Mr. Sojonky: — No employees as such.

Mr. Lyons: — Are you playing with the word "employees" as in the strict definition where there are people hired by Executive Council under personal service contracts?

Mr. Sojonky: — Yes, Mr. Chairman, and they would be doing work under personal service contract and each case would be different in terms of length of time or the assignment given.

Mr. Lyons: — Could you provide the committee with a complete list of all those persons who were working for Executive Council? And I say working for; I don't necessarily mean employees, but people who, under personal service contracts, did work for Executive Council in the year under review.

Mr. Sojonky: — Mr. Chairman, we can provide that information to you.

Mr. Lyons: — And when would that be available, Mr. Sojonky?

Mr. Sojonky: — Well we'll do it as soon as possible.

Mr. Lyons: — Could you provide it before next week?

Mr. Sojonky: — I believe we can, Mr. Chairman.

Mr. Lyons: — Good I'll take that then as a commitment that you'll attempt to do that.

Now I'm interested in the employment relationship between Executive Council and Mr. William Craig

Dutton. You said that Mr. Dutton was not hired under a personal service contract. What was the employer/employee relationship and how was it defined?

Mr. Sojonky: — Mr. Chairman, he's an employee or member of the public service and he was appointed by order in council.

Mr. Lyons: — Okay, so he was an OC (order in council).

Mr. Sojonky: — That's correct.

Mr. Lyons: — And he was under the Public Service Commission. Right, and at any time during the year under review did he cease to fall within the purview of the Public Service Commission?

Mr. Sojonky: — My understanding, Mr. Chairman, is that for the period of his employment he was under OC and under the terms that I enunciated.

Mr. Lyons: — During the year under review did Mr. Dutton undertake any work on behalf or for Executive Council outside his regularly defined duties and within the relationship defined by contractual arrangement?

Mr. Sojonky: — Mr. Chairman, there was no contractual arrangement. He was under an order in council and to my knowledge there were no other undertakings.

Mr. Lyons: — So you're saying that he did not enter into any other kind of work outside his duties as defined.

Mr. Sojonky: — I'm not aware of it, Mr. Chairman.

Mr. Lyons: — Okay. Mr. Harrold — Randy Harrold. How is Mr. Harrold . . . what was the contractual . . . or the employer-employee arrangement with Mr. Harrold? You said he wasn't under personal service contract.

Mr. Sojonky: — Mr. Harrold was an associate deputy minister and he was under a contract of personal employment.

Mr. Lyons: — A contract of personal employment. That would be a personal service contract, would it not?

Mr. Sojonky: — It would be a contract of personal employment such as I indicated deputies and associates have. And when I spoke of personal service contracts, that was the information we would provide as requested.

Mr. Lyons: — I'm sorry, Mr. Sojonky . . . (inaudible) . . . with Mr. Anguish's question. Please forgive me and correct me if I'm wrong, that in answer to Mr. Anguish's question you said that Mr. Martin wasn't under a personal service contract.

Mr. Sojonky: — Mr. Chairman, is it Mr. Harrold that we're speaking of or Mr. Martin?

Mr. Lyons: — Mr. Harrold.

Mr. Sojonky: — Oh, I'm sorry. Mr. Harrold was engaged under a contract of personal employment such as deputy ministers have and associate deputy ministers have. And

when I referred earlier to those who are not members of the public service, I referred to those as personal service contracts. But they are not employees or members of the public service as such and they're engaged for specific tasks such as casual work, and we'll provide that information.

Mr. Lyons: — Okay, but Mr. Harrold, Randy Harrold, who was paid \$75,060 in the year under review in salaries, and \$10,803.24 for travel. He was under a personal . . . Was he under a personal service contract or the same type of personal service contract that Mr. Riddell enjoyed?

Mr. Sojonky: — That type, Mr. Chairman.

Mr. Chairman: — I think we should be clear on terminology here, that there's a personal employment contract and there's a personal services contract. And they seem to be different things.

Mr. Sojonky: — Well perhaps for record purposes we refer to those for deputies and associate deputies as contracts of personal employment. But when I spoke of personal service contracts, these people engaged are not part of the public service, and they are for casual work over a specified time to do a particular . . . (inaudible) . . .

Mr. Lyons: — Okay. So we'll refer to these as personal employment contracts. That's the way Mr. Martin has referred to them.

Mr. Sojonky: — Well I think, again for the record, I should indicate perhaps the official terminology would be contract of personal employment.

Mr. Lyons: — Okay. Contract of personal employment. Using that terminology, how many members of Executive Council had that employer-employee relationship under a contract of personal employment in the year under review?

Mr. Sojonky: — There were four employees of Executive Council in that category.

Mr. Lyons: — Those are Mr. Harrold, Mr. Hewitt, Mr. Martin, and Mr. Riddell.

Mr. Sojonky: — That's correct for the year under review, Mr. Chairman.

Mr. Lyons: — Okay. So they have a certain type of contract called a personal employment contract. In the *Public Accounts* on page 123, there is a list of people who were paid salary, services, or gratuities, travel sustenance and vehicle allowance, and other expenses. What other employees in the year under review were hired contractually, that is outside the Public Service Commission?

Mr. Sojonky: — Mr. Chairman, I think those were the ones I referred to as personal service contracts and will provide that as requested, Mr. Chairman.

Mr. Lyons: — Okay. Mr. Ronald Lloyd Sarvajc, was he on a personal services contract or was he a member of the

Public Service Commission?

Mr. Sojonky: — Mr. Chairman, he was an employee under an order in council and would be considered an employee under the public service.

Mr. Lyons: — So he was not hired by any kind of contractual arrangement. He did not have any contractual arrangement between Executive Council and/or the Government of Saskatchewan and himself.

Mr. Sojonky: — The arrangement, Mr. Chairman, was an order in council.

Mr. Lyons: — And in that order in council, that order in council would then specify his pay and benefits as per the Public Service Commission agreement?

Mr. Sojonky: — That's right.

Mr. Lyons: — Okay. Was the same status applied to Mr. Quinlan?

Mr. Sojonky: — Mr. Chairman, the individual named would be under order in council.

Mr. Lyons: — So he was hired by order in council and his rate of pay and benefits would fall under the Public Service Commission?

Mr. Sojonky: — That's right.

Mr. Lyons: — And he had no personal services contract or personal employment contract of any kind?

Mr. Sojonky: — Not that I'm aware of.

Mr. Lyons: — And what about Mr. Pringle?

Mr. Sojonky: — The same would apply.

Mr. Lyons: — Does the same by you mean order in council?

Mr. Sojonky: — Yes.

Mr. Lyons: — And Mr. Francis Larry Martin?

Mr. Sojonky: — Mr. Chairman, Mr. Martin was one of four that I spoke of who had a contract of personal employment.

Mr. Chairman: — Could I just ask on that. You list under other expenses, some individuals such as David Black, Eleanor Milton, Burns M. Stewart. Would those then have been people that you might have engaged under the terms of a personal services contract?

Mr. Sojonky: — I think a couple of them — and we'll provide you a list — but Mr. Black, I can recall, is personal service contract. That's right.

Mr. Lyons: — Joanne Lynn Tenold, what position did she occupy in the year under review?

Mr. Sojonky: — Mr. Chairman, that individual was

executive assistant to the Premier.

Mr. Lyons: — And is Ms. Tenold presently employed in that position?

Mr. Sojonky: — The answer is yes.

Mr. Lyons: — Jeffrey Newton?

Mr. Sojonky: — Mr. Newton was an analyst with the policy secretariat, Mr. Chairman.

Mr. Lyons: — And Mr. Newton is presently employed in that position?

Mr. Sojonky: — No.

Mr. Lyons: — Did he leave the employment of Executive Council in the year under review?

Mr. Sojonky: — I believe he left following the year under review, Mr. Chairman.

Mr. Lyons: — Richard Kimble Graybiel . . . Kim Graybiel.

Mr. Sojonky: — Mr. Chairman, he was an analyst with the policy secretariat.

Mr. Lyons: — And is he presently employed in that position?

Mr. Sojonky: — He was for the year under review but he is no longer employed with the Executive Council.

Mr. Lyons: — Mr. Andre Dimitrijevic.

Mr. Sojonky: — Mr. Chairman, he was director of federal-provincial relations.

Mr. Lyons: — What was Mr. Dimitrijevic's background?

Mr. Sojonky: — I have a partial background, Mr. Chairman. He has a Bachelor of Science degree and he specialized in planning and he had about 14 years experience in government.

Mr. Lyons: — Prior to becoming director of federal and provincial relations, was he involved in intergovernmental affairs?

Mr. Sojonky: — I think we could supply that information so that we can be specific and accurate.

Mr. Lyons: — Okay. I would appreciate it if you would please.

Mr. Chairman: — On that, let me just inquire about Donald James Carroll and as to what in his background prepared him to assume a position that I understand is also in the area of intergovernmental affairs?

Mr. Sojonky: — Mr. Chairman, academically, he had a Bachelor of Arts and Master's in Business Administration. If my memory serves me correctly, he worked for another government in Canada, I believe it was the Yukon government. He did work with the Public Service

Commission as well.

Mr. Chairman: — Was his last employment, before coming to the Executive Council, was that not as a personnel officer?

Mr. Sojonky: — I think it was with the Public Service Commission but I can't be sure as to the exact role he had there.

Mr. Chairman: — Anything further that you can give us, you know, subsequently on his background, we would appreciate it.

Mr. Sojonky: — We can do that.

Mr. Rolfes: — Mr. Sojonky, could you tell me what position did Mary Tkach hold? T-k-a-c-h.

Mr. Sojonky: — The individual, Mr. Chairman, was an analyst in the policy secretariat, and for a period of time was an acting secretary of the social policy unit.

Mr. Rolfes: — You say she was an analyst?

Mr. Sojonky: — For part of the period she was an analyst in the policy secretariat.

Mr. Rolfes: — All right, how long was she employed as an analyst in the year under review?

Mr. Sojonky: — Mr. Chairman, the records would indicate she was analyst in the policy secretariat for the whole year, but for part of that period she was assigned additional duties as acting secretary. She commenced June '86 and then she took on the acting role in August '87.

Mr. Rolfes: — Was her salary increased because of the additional responsibilities that she had or is that the going rate for an analyst?

Mr. Sojonky: — Mr. Chairman, for the period that she was acting she would receive a temporary supplement, which is normal practice.

Mr. Rolfes: — And how much was that temporary supplement?

Mr. Sojonky: — I don't know but we could provide that.

Mr. Rolfes: — As an analyst, was she a senior analyst or junior analyst? I think you still make that distinction, or do you not?

Mr. Sojonky: — In connection with this individual, I cannot tell you that at this point but I can provide that information with the other question that we will respond to.

Mr. Rolfes: — The reason I'm asking that, Mr. Sojonky, I believe, and I didn't take down the names, but when you indicated that some of the others were analysts, their salaries were considerably lower than Mary Tkach, and I'm wondering why her salary's almost 54,000 as an analyst and the others, I believe that you mentioned, were

considerably lower than that.

Mr. Sojonky: — I can speculate on that but I don't think that's appropriate. I would rather provide that information. It would seem that she was a senior analyst, but whether that in fact was the title, I can't be sure. We don't have that information precisely.

Mr. Rolfes: — Mr. Sojonky, under the Executive Council, does the Premier's office in Saskatoon come under this section or is that a different area that that comes under?

Mr. Sojonky: — Mr. Chairman, for the year under review, that would be under the Provincial Secretary, public accounts.

Mr. Lyons: — I want to ask you about a few more individuals and their responsibilities. Gordon Rick Barnes.

Mr. Sojonky: — Mr. Chairman, that individual was director of information services.

Mr. Lyons: — And I notice you said he was no longer employed.

Mr. Sojonky: — Yes, he is employed and his role is the same.

Mr. Lyons: — Okay. What did Mr. Barnes do before he became the director of information services?

Mr. Sojonky: — Mr. Chairman, the information would indicate that he had five years government experience or service, and prior to that he had some 17 years experience in the newspaper business as an editor and an owner, in the private sector.

Mr. Lyons: — Where was he the editor or owner?

Mr. Sojonky: — I don't have that information, Mr. Chairman.

Mr. Lyons: — What about Gerald Totten.

Mr. Sojonky: — Mr. Chairman, that individual was an information officer.

Mr. Lyons: — We've got the director of information services, an information officer. Any other information officers?

Mr. Sojonky: — The records indicate that there would be one other information officer.

Mr. Lyons: — And who would that be?

Mr. Sojonky: — Mike Shykula.

Mr. Lyons: — So Mr. Barnes would be Mr. Totten's and Mr. Shykula's boss?

Mr. Sojonky: — Yes.

Mr. Lyons: — One other individual — J. Paul Robinson. What was Mr. Robinson's duties?

Mr. Sojonky: — Mr. Chairman, I believe there was a matter of error in record or a particular problem with it. Mr. Chairman, I think in view of the problem of record there, it would seem to me that maybe the comptroller would more appropriately answer that question.

Mr. Kraus: — Paul Robinson was actually seconded from Executive Council to the Department of Justice and his salary is reported in both departments.

Mr. Lyons: — You mean you guys made a mistake.

Mr. Kraus: — Yes, we made an error, but we decided that we would not do that for the next year, which would be '88-89.

Mr. Lyons: — Mr. Robinson was, in the year under review, you're saying that he was not employed by Executive Council?

Mr. Kraus: — Perhaps if I could just continue. Paul Robinson was the acting — these are my notes and Mr. Sojonky, I'm sure, can answer as well — but Paul Robinson was the acting chairman of the Saskatchewan Securities Commission. And as I said, the Department of Justice reimbursed Executive Council for Mr. Robinson's salary during that period.

I guess in all fairness, yes, you can look at page 259 if you want to see that Paul Robinson's salary is also reported in Justice. But I guess some of my people were trying to do what they thought was a very good job and ended up reporting it twice, and I really felt that that wasn't appropriate so . . . But anyway, according to my notes he was the acting chairman of the Saskatchewan Securities Commission.

Mr. Lyons: — That was all during the year under review, totally over that fiscal year.

So is it your position, Mr. Sojonky, that the questions directed about Mr. Robinson's activity be directed during Justice?

Mr. Sojonky: — Mr. Chairman, I believe it is a Department of Justice issue.

Mr. Chairman: — Can I just clarify this. He was seconded from the Executive Council to the Department of Justice for the purposes of heading up the securities commission?

Mr. Kraus: — Exactly, yes.

Mr. Chairman: — So nominally he was an Executive Council employee. Can I then ask what position he held nominally at the Executive Council?

Mr. Hewitt: — Mr. Chairman, maybe I can be helpful. I don't recall all the details, we can maybe confirm this, but my recollection was that he was, I believe he was occupying a senior advisor position and then was seconded to Justice. But we never treated him as one of our employees, that's why I'm a little bit unclear.

Mr. Lyons: — Yes, that's what I'm unclear about is precisely what was that senior advisory position? What

was his title or did he have a title if in fact . . . Let's put it this way. Was Mr. Robinson's original appointment come through OC to Executive Council?

Mr. Hewitt: — Okay, maybe just to clarify this. I believe, and we can confirm this, that he was in another senior position in government and he would have been under a contract for personal employment and then was assigned under that contract to the Executive Council position and assigned from there, seconded to the Department of Justice.

Mr. Lyons: — So nominally, if not *de jure*, if not *de facto*, Mr. Robinson was one of the other personal employment contract, personal employment or personal service contract employees?

Mr. Hewitt: — I suppose technically he would have been, yes. We missed him, and considering the fact that we thought he was a part of Justice. So he would be technically under a contract of personal employment.

Mr. Lyons: — And Mr. Robinson would have the same provisions, as Mr. Sojonky pointed out, were in contracts of that type?

Mr. Hewitt: — I believe he was under the more or less standard terms of the senior executives' contract of personal employment.

Mr. Rolfes: — I just want to follow up, Mr. Sojonky, on the Premier's office in Saskatoon. I've looked under Provincial Secretary. I don't seem to be able to find it in the year under review. What would it be under? Could you tell me?

Mr. Kraus: — Are you asking, Mr. Rolfes, if the Provincial Secretary is in volume 3?

Mr. Rolfes: — No, no, I've got Provincial Secretary but I can't find the Premier's office under there, and I'm just asking Mr. Sojonky if he could help me out as to where I would find that.

Mr. Sojonky: — Mr. Chairman, I do not have the records for the Provincial Secretary, but my understanding is that that's where it would appear in their account.

Mr. Rolfes: — I do have volume 3 here. I am looking through it. I don't seem to be able to find it. I'm just wondering what it would be under.

Mr. Wincherauk: — I believe — and I could be in error on this — that it would be found in their executive administration subvote. Page 303.

Mr. Rolfes: — Yes, but where? You said executive administration but under where would that come under anyone of those?

Mr. Hewitt: — Mr. Chairman, perhaps I can help. I believe that the employees are employees of Provincial Secretary and therefore would show under executive administration as suggested. But there's no, as I understand it, no subvote set up for the office. It's the title of the office, is the title of a collection of employees. I

don't believe that it's established as a separate subvote anywhere.

Mr. Kraus: — If there were salaries paid that were in excess of \$20,000 for the year, and they were paid under the Provincial Secretary's vote, then they should be at the bottom of page 304.

Mr. Rolfes: — Well I'm just trying to establish so we don't miss it. I want to ask some questions on it, and if part of it is in the Executive Council, then I'd like to ask some questions on it here. If it's all located under the Provincial Secretary, then I don't want to, when the Provincial Secretary comes up to say to me, well you should have asked that in Executive Council, which has happened in the past.

Mr. Hewitt: — Mr. Chairman, the question is if there's any employees of Executive Council associated with the office in Saskatoon. Is that the question?

Mr. Rolfes: — No. The question is are any of the salaries or remunerations that have been paid to employees in the Premier's office? Is some of that under Executive Council or is all of that under Provincial Secretary? And if it is under Provincial Secretary, where is it? I don't seem to be able to find it.

Mr. Hewitt: — As I understand it, the employees for the Saskatoon office were employees of the Provincial Secretary. Now it may be, and we can check this if you like, that there were employees of Executive Council assigned to that office. But don't know the answer to that right now. We could check that out.

Mr. Rolfes: — And all office expenses and rents and everything's under Provincial Secretary or Executive Council?

Mr. Hewitt: — I believe it's under Provincial Secretary.

Mr. Chairman: — Can we take a break at this point and then we'll come back in a few minutes.

The committee recessed for a short period of time.

Mr. Chairman: — Order.

Mr. Lyons: — Thank you, Mr. Chairman. Mr. Sojony, we now have five persons who are under contracts of personal employment, identified five. What was the total amount paid out to those five individuals?

Mr. Sojony: — Mr. Chairman, in the *Public Accounts*, Mr. Harrold is \$75,060, Mr. Hewitt is \$73,970, Mr. Martin is \$79,033, and Mr. Riddell is \$182,620.

Mr. Lyons: — And Mr. Robinson is \$66,485.18?

Mr. Sojony: — Yes.

Mr. Lyons: — Now you've stated to the committee that these contracts of personal employment are confidential and that the exact nature of the contracts, unlike those employees who fall within the purview of the Public Service Commission, have contract features, and I

believe you've said some of which are standard but others which are different — have different features, I think were the words you used.

The employees that you've identified as having contracts of personal employment, were all those contracts exactly the same, or was each contract of personal employment different in the sense of having different provisions in terms of paying the contracts?

Mr. Sojony: — Mr. Chairman, in the main, the contract would be the same in terms of its terms. Of course it reflects the level and responsibilities and scope, and there would be some differences as well, but in the main they would all be the same.

Mr. Lyons: — Well would all the contracts . . . and this, Mr. Chairman, I find that it puts us as a committee at a disadvantage because of the stated confidentiality of the contracts, so I find the questions somewhat difficult to ask, not knowing what the contracts are, or what each individual term and condition contained within the contracts are. Do all the contracts contain a provision, those contracts of personal employment, contain a provision for severance payments?

Mr. Sojony: — Mr. Chairman, with respect to separation, there would be recognition of that in all contracts. Indeed, I mentioned the other day that the former chief justice Nemetz spoke to this as a matter of public record in the public service, and that would be pretty consistent with the standards and practices across western Canada certainly, in the main. But the contracts are between the individual and the employer, and they're dealt with in a confidential way, and that's been a matter of government policy.

Mr. Chairman: — Can I just follow up, Mr. Lyons, on some of the questions you had raised for a minute here? I'm just trying to get a handle on the total number of dollars that might have been paid, and maybe it's inappropriate to raise this in the context of Executive Council; on the other hand it may not be, since most of those within the government who are benefitting or are party to a contract for personal or employment services would have been appointed through the Executive Council, and therefore maybe you are the appropriate person to raise this with.

I'm trying to get a handle on the total number of dollars that might be paid out in this way and whether there is any analysis of paying out money in this fashion, whether there has been any attention paid to the kind of contract we have.

I guess it raises a question of accountability. What avenues are there for the Legislative Assembly, on behalf of the taxpayers, and this committee in particular, to review that expenditure? It may well . . . from the sounds of it, like if it's every deputy minister and associate deputy minister, in the context of one year it could run up to some millions of dollars.

But we are forbidden to really examine that expenditure by virtue of the fact that these contracts are confidential. That's fair enough. I can understand that, that someone

wanting to enter into a contract would want to keep provisions confidential. But again the committee has no real way to examine, are we getting value for our money, the kind of contract that is in the public interest.

So, one, I guess I wonder if you've done your own analysis other than to say that, you know, these are in sort of keeping with what we've done in other jurisdictions. Have you done any other analysis as to, you know, whether the contracts do meet the public interest?

Secondly, have you given any thought to how the Legislative Assembly and a committee such as this might better be able to review this type of expenditure, given that, you know, it will reach into some millions of dollars? And are there ways for us to do that? You know, I mean one way, and certainly within your rights, I suppose, to say that these are confidential contracts and we don't want to discuss them here in an open committee meeting. But is there some other venue that might be more appropriate?

I just throw those questions out because, again, we're looking at some millions of dollars, yet the door seems to be mostly closed as to any review of the type of the circumstances and the conditions under which people are employed. I throw that out.

Mr. Baker: — Mr. Chairman, I kind of think it's fairly widespread across the top of the spectrum, by the looks of it, that deputy ministers and associate deputy ministers kind of fall into that category in most areas, I would think.

I suppose it's not unlike any other part of the real world that, you know, when you bring somebody in at that level, it's kind of a level where it's different than the rest of the system. And I don't think that it's different in Executive Council than it is in Energy and Mines or Agriculture or wherever you might go.

And it sort of seems to me like right across Canada there's a competition for these kind of individuals that seem to move around when they get a better contract.

Mr. Chairman: — Yes, but I'm raising it in the context of the whole government, you know, and all the dollars that are involved.

Mr. Baker: — I appreciate that, yes.

Mr. Chairman: — And we're here because we believe the public has some right to scrutinize expenditures and to understand expenditures and what expenditures were made for and if they're in keeping with the law, and then there is no question of that being raised here but where the expenditure is appropriate.

Mr. Baker: — I would suppose even our own auditor that works for the legislature would kind of fall into that category as well.

Mr. Chairman: — So the question I have, given the level of expenditures, are we getting the kind of opportunity to examine the expenditures, given our mandate to scrutinize expenditures on behalf of the public?

Mr. Sojony: — Well, Mr. Chairman, I appreciate fully the question of accountability and the public interest. Indeed I do in a very genuine way. I expect that my answers are in that context; I hope they are.

But I can assure you that the general standards elsewhere in governments are considered and reflected upon and noted. But I think one of the primary things we need to be concerned with is the attraction and the retention of senior public servants for the public good. And the appointments are in accordance with The Public Service Act.

And I think I would note with respect to expenditures and accountability that public accounts does provide some pretty solid information, as do, in this connection that we're discussing, as do the process of estimates in individual departments. But I think that the public interests are well met and general standards elsewhere are observed very closely and we need to be cognizant of the attracting and retention of senior public servants.

Mr. Chairman: — If anyone had any suspicions about senior mandarins as a subculture able to look after themselves, then one might say, well we need to pry a little bit further. But leave that alone for now.

Mr. Britton: — Mr. Chairman, in following up on your own remarks and some of the remarks Mr. Lyons made about the confidentiality, my question would be, is this confidentiality relatively new or has this been the policy for some time? You partially answered it but I'm wondering how far back do we go to find a change in this policy of confidentiality?

Mr. Sojony: — Well with respect to senior executives, as far as I can recollect, the question of confidentiality has always been respected, albeit the approach might have varied over the years, and is respected elsewhere and in other jurisdictions as well.

Mr. Rolfes: — Mr. Sojony, with all due respect and I don't say there's any criticism of you, but I think that as one member of this committee, I find it very frustrating. And as I say, no criticism of you. It's been going on for some time. I think the public out there are being very, very cynical of not making it open to the public as to what we pay to . . . what the contracts are between government and various employees.

And I just don't believe that members of the legislature can perform their function if more and more we get the answers, it's a private contract; it's you know, it's between the employer and the employee. And I for one find that unacceptable. And I hope that if the government changes, that that policy will also change . . . (inaudible interjection) . . . No, no it's not. That's exactly.

You can go through *Public Accounts*, go through *Public Accounts* in the '70s and find out whether or not the answers were that those are private contracts between a government and the employees. And I think that you will find very seldom that that has happened. They certainly were with Crown corporations, and I objected very strenuously and I still do. I think it's in the public interest.

It's a lot different between a private company and their employees. This is public expenditures. And I for one don't believe, Mr. Sojonky, that we can't attract people to the high positions with the kind of salaries that we pay. I think the 70, 80, 90,000s, you will attract those people without having to sign a private contract which is not in the public domain. I just don't believe that.

And I think we have to come to the conclusion I think, finally, that it is in the public's right to know because these are public expenditures. And I mean, how do we know? There is no way for us to detect whether or not that money was legitimately spent. We just don't know. And if we find out five years hence, who cares? I mean, this is just it.

And the same thing happens with these public accounts. These accounts are almost three years old and people are sort of saying, who cares; it happened three years ago. I think this whole bit of accountability . . . and I find this rather frustrating that we can't elicit more direct answers to, I think, very forthright questions. And I find this more and more happening.

And I must admit I'm disappointed with that because that's our job. It's our job to try and elicit the answers, and if moneys have not been expended according to the rules that are laid down and expected by the public, then we report that to the Legislative Assembly. But if more and more the answers we get, it's not in the public interest, or it's a private contract, we just simply can't do our job here.

And as I say, it's no particular criticism meant of you. I think it's the process more that I'm speaking to. And I would have thought that a hundred and . . . for example, Mr. Riddell. I would have thought that \$180,000 expended that . . . The 90,000 we know. But what about the other 90,000? I mean, how was that expended? Why was he paid that extra? And I think those answers should have been forthcoming, and we can make that known to the public.

Mr. Chairman: — I have Mr. Britton next, but I just want to encourage members that while Mr. Sojonky and his officials are with us, that we take the opportunity to put questions to Mr. Sojonky. And if we have no more questions but want to debate, then we should get on to the normal motion that we put forward and discuss it at that time.

Mr. Britton: — Thank you, Mr. Chairman. In response to some of the points that Mr. Rolfes raised, I am wondering if in fact this committee can do anything about this particular situation. And I'm wondering if Mr. Sojonky can answer; is he in a position to give those answers, even if he wanted to; is he more or less controlled by the system? And in respect to Mr. Rolfes' point of view that we should maybe change it, I don't think we can do it in this committee.

And further to your remarks, Mr. Chairman, I believe that we should get on with this and take up Mr. Rolfes' point at the proper place.

Mr. Lyons: — Thank you, Mr. Chairman. It's within the

context of the remarks that other members have made that I am going to ask Mr. Sojonky the question that I asked him last time. And that is that in the contracts of personal employment in Executive Council in the year under review, was there contained a provision in all those contracts where an individual, who upon resignation, would receive one year's pay-out of their salary, plus on a prorated basis, two months pay for every year of service with the Executive Council?

Mr. Sojonky: — Mr. Chairman, I think I would indicate that the contracts in the main would be standard separation, as is the case and practised elsewhere and observed on elsewhere, is also provided here. But of course separation pay excludes just cause — I think that's important, and I think the terms under which people leave sometimes can be unique in themselves, but the separation pay in a standard way is a provision of the employment contract.

Mr. Lyons: — Am I to take it from that answer that you're saying yes to the question?

Let's put . . . I mean . . . we're not talking about in the main, in general, we're talking about the individual contracts, the specific contracts to the individual who have that relationship with Executive Council in the year under review. Did all the contracts of those individuals contain a provision for that if they resigned their position with the Executive Council, they will be paid out one year's salary above and beyond that which they have been paid in terms of actual working time, plus on a prorated basis two months . . .

Mr. Sojonky: — Well, Mr. Chairman, I feel that I must state again that the provision of separation pay is, generally speaking, standard; albeit without examining every contract, which is confidential, the question of variances come up. But I think you're speaking, with all due respect, to a larger question of process, and the larger question of process I don't believe I can respond to.

Mr. Lyons: — I'm not speaking to a larger question of process, Mr. Sojonky. I am trying to define that process on a very real basis in terms of the contracts that these people have. Once again, I'm asking you the question: did all the contracts, those contracts of personal employment, contain the provision whereby a person who resigns their position with Executive Council will receive one year's separation pay-out plus two months salary for every year of service with Executive Council?

Mr. Sojonky: — I think the answer would be no in that specific case.

Mr. Lyons: — Okay. Now I wonder if the answer is no to that specific question, which individual contracts do not contain that provision?

Mr. Sojonky: — I think, Mr. Chairman, it raises many questions in my mind of voluntary resignation, involuntary resignation, and the uniqueness of departure of people — and I think I mentioned that previously. And I think resignation's sometimes the vehicle by which contracts are terminated.

Mr. Lyons: — Well I asked a direct question, Mr. Chairman. I asked the question, which contract or contracts did not contain that provision whereby a person who resigns from his or her position with Executive Council — I guess they're all his in this particular instance — which contracts did not, contract or contracts, did not contain that provision, with whom?

Mr. Sojonky: — Well, Mr. Chairman, there's a distinction between resignation. If a person were to resign, the entitlement can vary. But I think I need to indicate again that these contracts are mutually agreed to by both parties; there's a long-standing practice of confidentiality. In the main, the contracts are standard in nature, and I believe there's accountability through the processes that we've indicated before.

Mr. Lyons: — Well I take it Mr. Sojonky is refusing to answer the question, because I asked a very specific question and once again we get back a whole pile of generalities. We understand that. We understand; the members of the committee understand the English language, Mr. Sojonky.

You made a statement here that all the contracts or that some of the contracts of personal employment did not contain that provision for resignation. Mr. Riddell had a provision in his contract that said if he resigned he was going to get paid one year's salary plus two months salary for every year of service with Executive Council. I asked you, did all the contracts have that provision; you responded, no. Now I want to know which contracts do not have that provision. Is the question clear?

Mr. Sojonky: — Mr. Chairman, I'm not sure that the question is clear. I'm doing the best I can in answering the questions. I will continue to do so. Rather than repeat, obviously just cause provides a different impact on separation than a simple resignation.

Mr. Chairman: — Could I just . . . Mr. Sojonky a number of times has indicated the policy of the Executive Council and, to my mind in any event, it hasn't changed much no matter how many different ways we go at it. And I wonder if we might move to a different topic.

Mr. Lyons: — No. Mr. Sojonky said that there were some contracts that contained a provision that if a person resigns they get a year's pay-out; others didn't. I'm asking which of the individuals . . .

Mr. Chairman: — Mr. Sojonky's also indicated that he's not prepared to divulge the details of each and every contract.

Mr. Baker: — Mr. Chairman, I wonder if you could ask the question this way: that, Mr. Sojonky, in fact in some of those contracts, or maybe all, would there not be a clause pertaining to the confidentiality of the contract when it was drafted? It would seem to me that in all probability, somewhere in a contract there would be some references to confidentiality of the contract. And if in fact that's in the contracts, you're kind of handcuffed to the bedpost because there's not a thing you can do about it. And if in fact those kind of clauses are in there, then certainly you're on the thin edge of the wedge.

Mr. Sojonky: — Well, Mr. Chairman, the contracts as agreed to between individual and employer provide that understanding.

Mr. Lyons: — Is there a confidentiality clause contained in the contracts? That was Mr. Baker's question . . . in those contracts.

Mr. Sojonky: — I specifically don't recall it, but the understanding when it's agreed to is that that is the case and the practice.

Mr. Lyons: — Is that understanding reduced to writing?

Mr. Sojonky: — I literally don't know, but that's our continuing practice.

Mr. Lyons: — Then if there is no reduction to writing of that understanding, on what basis is that understanding made?

Mr. Sojonky: — Well, Mr. Chairman, I guess my response to that would be that that's our government policy.

Mr. Lyons: — Now you say, Mr. Sojonky, that the question of pay-outs of contracts of personal employment when a person resigns, that that is standard practice and standard features of contracts. I wonder, could you enlighten the committee as to when that became a standard practice.

Mr. Sojonky: — I think all of that which I speak to has been practice for many years, since contracts came about.

Mr. Lyons: — And when did contracts of personal employment for deputy ministers and associate deputy ministers come about?

Mr. Sojonky: — It would appear, Mr. Chairman, that the employment contracts commenced at the beginning of 1986.

Mr. Lyons: — So it hasn't been for many years, unless four years is in your mind, many years. But, Mr. Sojonky, I'm going to leave this alone; I understand your reluctance and I understand the position you're in.

But I think that the question that Mr. Van Mulligen raised in terms of the confidentiality and the role of accountability, that because of the nature of these contracts of personal employment, the members of the committee — all members of the committee — are denied access to information relevant to the public good.

Having said that, I want to move on to some other questions. Page 124 of the *Public Accounts*, there were, are a series of pay-outs made under other expenses. I want to ask you about some of those pay-outs.

There's one to Government Research Corporation, \$26,851.32. Can you tell us who Government Research Corporation is and for what was the money paid out?

Mr. Wincherauk: — Mr. Chairman, this was a payment to

a Washington-based research and forecasting agency.

Mr. Lyons: — And the second part of the question, for what was the pay-out made?

Mr. Wincherauk: — We paid them a retainer fee and this was cost-shared with other government departments. They reviewed, they did special briefings for us on public policy, strategic analysis of key issues that were going on between Saskatchewan and the United States, such as U.S. farm Bill; Canada-U.S. bilateral trade issues; land, energy, and natural resource issues.

Mr. Lyons: — Who is Government Research Corporation?

Mr. Wincherauk: — They're a Washington-based . . .

Mr. Lyons: — Right. What's their connection? Who are the owners?

Mr. Wincherauk: — I'm sorry, I don't have that information.

Mr. Lyons: — Do you know if they have any connection to Decima Research?

Mr. Wincherauk: — I'm not aware of any connection.

Mr. Lyons: — Do you have a list of the principals?

Mr. Wincherauk: — We can try to get that for you.

Mr. Lyons: — Could you provide us with a list of the principals for Government Research Corporation? I also want you to check the answer that you gave regarding this connection with Decima or any of the Decima subsidiaries. Perhaps you can find . . .

Mr. Hewitt: — Mr. Chairman, just on that point, it may be a little . . . we'll undertake to try to get the information, but in terms of Decima and all its subsidiaries, I mean we're not privy to all the corporate arrangements for Decima so it may be difficult to go into that great detail. As long as the committee understands, we'll do what we can in relation to the principals of the corporation, if that's acceptable.

Mr. Lyons: — That's fine. I appreciate that. The principals and the major shareholders. Okay.

Public Affairs Communications Management Incorporated were paid \$22,500 in the year under review. Who is Public Affairs Communications Management Incorporated and for what was that pay-out made?

Mr. Sojonky: — Public Affairs Communications are communications consultants providing consulting, communication advice to the Premier and the cabinet. And it covers a whole host of things and I assume there's a wide variety of questions and services with respect to the public that are provided in that regard.

Mr. Lyons: — Do they do polling?

Mr. Sojonky: — I don't know, but my information on

public affairs communications is that the emphasis is on communication advice and to the cabinet. And it provides information in that regard.

Mr. Lyons: — Well I noticed when we just went through that you had a director of information that was paid . . . a Mr. Barnes who was paid \$53,000, and you had two information officers who were paid \$43,140 each. What additional communications advice would this company provide the Executive Council in the year under review?

Mr. Sojonky: — Well, Mr. Chairman, this organization, as I understand it, provides services to other public and private organizations across Canada, and clearly the distinction would be the national kind of information that they provide with respect to public services.

Mr. Lyons: — Mr. Sojonky, what did they provide executive services in the year under review? What services?

Mr. Sojonky: — Well, Mr. Chairman, as communications consultants they would provide responses and information to cabinet people, and I assume it's on a wide variety of topics.

Mr. Lyons: — Well I'm not asking for your assumptions; I'm asking for what are the services they provided? These people were hired with public money. I want to know what the public got for its money. What do they do? Who do they talk with? What kind of services did they perform?

Mr. Sojonky: — Well, Mr. Chairman, I indicated that they would provide advice to the Premier and cabinet on questions that they would ask with respect to public services. They would be cognizant of views of people with respect to public services right across the country, and these would be on issues and policy matters with respect to public services.

Mr. Lyons: — Now what do you mean by public services?

Mr. Sojonky: — Well that would cover all the services that we provide on an ongoing basis.

Mr. Lyons: — Yes, that's real helpful.

What do you mean by . . . what specifically did this company do? They were paid \$22,500 — not a great amount when you look at the overall expenditures of the government — but they were paid for something, and providing advice on public services is not a sufficient answer, in my mind.

I mean you can ask anybody on the street on advice for public services and they don't get 22,500. What precisely was the nature of the duties performed by Public Affairs Communications Management Inc.?

Mr. Sojonky: — Well, Mr. Chairman, I'm not privy to what the Premier and cabinet would ask with respect to issues and policies on the services they provide. However, that would be the nature of the service provided.

Mr. Lyons: — Who is the principal of Public Affairs

Communications Management Inc., principal or principals?

Mr. Sojonky: — Mr. Chairman, the principals would be Nancy McLean and Jane Little.

Mr. Lyons: — So the Premier would call up Nancy McLean and say, Nancy, what's happening regarding privatization? Is that the kind of thing you're talking about?

Mr. Sojonky: — Well, Mr. Chairman, I indicated that I'm not privy to the conversations that cabinet and the Premier would have with these people, but the consulting advice, to my understanding, would be provided by staff as well as the principals of the group.

Mr. Lyons: — Okay, how do you account for that payment? How does the public in this province account for the payment to Nancy McLean? How do we know that Nancy McLean did anything except answer the phone? Is there any building? Is there any record of services performed? Has the government been billed?

Mr. Sojonky: — Yes, there would be a billing process, obviously, to pay for the costs that are involved here.

Mr. Lyons: — Yes, and who does the checking on that billing to see in fact that those services were performed?

Mr. Sojonky: — Well we would approve the billings based on the approval that the Premier and cabinet would provide to us with respect to the services and all of the matters that are dealt with by government on an ongoing basis.

Mr. Lyons: — Okay. Would there be written documentation as to the services provided, other than the billing?

Mr. Sojonky: — Well as I indicated, the verbal advice that's provided is an ongoing basis.

Mr. Lyons: — Okay, so it's verbal advice.

Mr. Chairman, I know you have some questions that you wanted to ask, or Mr. Rolfes.

Mr. Rolfes: — I just have one. In regards to Paul E. Rousseau, there's an expenditure here of 33,588, and on the other side I assume is his salary of 46,000. That's about \$80,000. Is that the total expenditures in connection with Mr. Rousseau in the year under review? And secondly, could you make available to us what the expenditures of 33,588 were for?

Mr. Sojonky: — Mr. Chairman, that expenditure covers the relocation from the previous year in part and also the expenses, other expenses of the agent-general's office in London.

Mr. Rolfes: — Could you make that available to the committee, please?

Mr. Sojonky: — Yes we could.

Mr. Rolfes: — And those are the total expenditures for Mr. Rousseau then?

Mr. Sojonky: — Well that's the figure in *Public Accounts*.

Mr. Rolfes: — Yes, but I asked, are there any other expenditures connected with Mr. Rousseau? There may be another half a dozen under other departments, but I think he's the responsibility of the Executive Council, is he not?

Mr. Sojonky: — For the period under review, the answer is yes, and we'll provide the information.

Mr. Chairman: — I just want to very quickly follow up on something that was discussed earlier and that's the matter of what is called the Premier's office in Saskatoon and in Prince Albert, that all the payments with respect to these two offices fall under the department of the Provincial Secretary.

Mr. Hewitt: — I'll give you the best information I have and that is that those offices, and I'm not sure that the Prince Albert office was established in the year that you're reviewing right now, but the Saskatoon office was established and the payments for it are paid out of the Provincial Secretary.

Mr. Chairman: — Is that since its inception or was there a change at some point to move it from the Executive Council to the . . .

Mr. Hewitt: — I think previously it was the Saskatoon cabinet office and it was that way for a number of years. My information is that in the previous year, that it was the cabinet office. It was part of Executive Council, so subsequently it was made part of the Provincial Secretary, again as far as I understand it.

Mr. Chairman: — Can you let me know then after the meeting what year the responsibility was transferred?

Mr. Hewitt: — I don't have to wait; I can tell you right now it was transferred during the '86-87 fiscal year, the information we have.

Mr. Chairman: — The '86-87 fiscal year.

Mr. Hewitt: — That's the time at which it would have been transferred.

Mr. Chairman: — Okay.

Mr. Rolfes: — Mr. Chairman, it was noted that it's now the Premier's office and before it was the cabinet office, and therefore it was under Executive Council. Am I given to understand therefore that cabinet ministers do not use the Premier's office?

Mr. Hewitt: — I'm sort of speaking for the Provincial Secretary on this, but just to help the committee, my belief is that other ministers use it. I think the title of the office is the Premier's office.

Mr. Rolfes: — Yes, virtually the function hasn't changed in that office. It's simply called now the Premier's office.

The cabinet ministers still use that office when they meet with people in Saskatoon . . . (inaudible interjection) . . . No, I know, but I mean it's simply taken out of the Executive Council and moved over to the Provincial Secretary.

A Member: — Do you use it?

Mr. Rolfes: — No I do not use it, but I hope to in the very near future. As soon as you call the election, it will be over; I'll be using it.

Mr. Chairman: — Anyway it raises for me the question of . . . It seems to me to be the Premier's office is more rightfully a function of the Executive Council as opposed to the Provincial Secretary. And it begs the question as to why this expenditure would all be shown under the Provincial Secretary as opposed to Executive Council expenditures.

Mr. Hewitt: — In the allocation under the estimates of those years that the policy decision was made that it be the responsibility of the Provincial Secretary to provide those services then, I can't really speak to it any more than that. I didn't have any personal knowledge of that.

Mr. Chairman: — Well no, but the question that we might put to the auditor at some point, is this the appropriate way of recording expenditures and is it an appropriate way to record expenditures to . . . The functions seem to be tied up with Executive Council, but it's recorded in the Provincial Secretary. Any thoughts on that?

Mr. Wendel: — Mr. Chairman, I think that the form of the public accounts would be the duty of the treasury board. They get to decide the form.

Mr. Kraus: — I don't think I could answer anything other than to say that the departments are reorganized somewhat every year and that decision is made and it forms part of the appropriations, the estimates, and we have to account accordingly.

Mr. Chairman: — Thank you. I wonder if we can . . . there's no more questions. Thank you very much. Someone want to move the motion?

Moved by Mr. Hopfner that the hearings be concluded. All those in favour of the motion? Opposed? It's carried.

Agreed

The committee adjourned at 10:37 a.m.