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DIRECTIVE #4.1
(s.49(3)(d), (e) - c.L-11.3)

CONSTITUENCY SERVICE EXPENSES

AUTHORITY

- (1) Each Member is entitled to receive reimbursement or to have direct payment made on his or her behalf from this annual expense provision for amounts incurred by him or her in respect of his or her duties as a Member for:
 - (a) postal, advertising and other communication expenses to assist Members to convey ideas and information through printed matter, electronic, radio and television media, and public presentations;
 - (b) expenses related to operating and maintaining a constituency office or offices outside of the Member's residence, including rental of office space, rent or purchase of office furnishings and equipment, payment of utilities and office insurance, office signage and office supplies;
 - (c) office and secretarial assistance and related services.
- (2) The maximum expense provision available to each Member per annum is \$61,272*.

- (3) Notwithstanding clauses (2), (18) and (19) of Directive #3.1 – *MLA Travel and Living Expenses*, a Member may use up to a maximum of \$12,000 per year of expense funds calculated under clause (2) of this Directive for travel and living expenses subject to the following conditions:
- (a) the Member has used all of the funds that have been allocated to him or her under Directive #3.1 – *MLA Travel and Living Expenses*; and
 - (b) travel and living expenses claimed under this clause meet all of the terms and conditions of Directive #3.1 – *MLA Travel and Living Expenses*.
- (4) In addition to the amount specified in clause (2), each Member is entitled to receive reimbursement or to have direct payment made on his or her behalf for expenses incurred by him or her in respect of his or her duties as a Member for office renovations, furniture and equipment, to a maximum amount of \$10,000 during the term of a Legislature, meaning the period commencing on polling day for a general election and ending on the day immediately preceding polling day for the next general election.

EMPLOYEE AND CONTRACTUAL SERVICES

- (5) Under this expense provision, Members may hire persons to perform services either as employees of the Member or as independent contractors.
- (a) An individual is hired as an employee of the Member when office-related work (clerical, secretarial, research, communication services) is performed in the constituency office, under the direction and control of the Member. In these instances, an employer/employee relationship is deemed to exist and the applicable Canada Revenue Agency source deductions must be remitted (CPP, EI and income tax). These individuals are paid via the Legislative Assembly Service payroll system.
 - (b) An individual is engaged to provide contractual services as an independent contractor when an employer/employee relationship does not exist.

Contractual services include the following:

- (i) office-related work that is not performed in the Member's constituency office, and that is performed by someone other than the regular constituency assistant, such as bookkeeping and accounting duties, photocopying, printing, etc.;
- (ii) preparation of communication materials when performed by someone other than the regular constituency assistant, such as speech writing, research duties, preparation and delivery of newsletters, specific information technology services, surveys, public opinion polls, data base maintenance, and advertisements;

- (iii) yard and office maintenance such as window washing, office cleaning, office renovations and repairs, equipment installations and repairs.

Direct payment is made to the contractor on a fee-for-service invoice at the completion of a specific job or service. The fee-for-service invoice must clearly specify the services performed, and must be signed by the person performing the services. The Member must submit the fee-for-service invoice with a Request for Payment form.

ADDITIONAL ELIGIBLE EXPENSES

- (6) Expenses that may also be claimed from this expense provision include:
 - (a) books and subscriptions for use in the constituency office;
 - (b) provincial and national pins and flags, drinks and photographs with tour groups, wreaths, flowers, and plants;
 - (c) magnetic business cards;
 - (d) wall, desk or pocket calendars that include the Member's name and some contact information;
 - (e) halls and meeting rooms for events pertinent to the duties of an MLA;
 - (f) travel, training and registration fees for constituency assistants as approved by the Member;
 - (g) training, registration, and tuition fees for the Member to a maximum of \$7,000 in total per fiscal year. Training, registration, and tuition fees of more than \$250 per conference/course must be pre-approved by the Speaker. Tuition fees must be to an accredited Canadian post-secondary educational institution.

A Member must seek pre-approval by application in writing to the Board in exceptional circumstances that are one or more of the following:

- (i) Tuition fees beyond the \$7,000 maximum, individually or in total;
- (ii) Training or education in non-accredited programs offered in Canada;
- (iii) Tuition fees for education or training provided by accredited non-Canadian post-secondary educational institutions.

Requests for pre-approval by the Board must include rationale as to how the training or education is in support of the Member's duties as an MLA.

- (7) Subject to the restrictions outlined in clause (11), Members may advertise at various community events. These events may include but are not limited to community barbeques, rodeos, golf tournaments, and music festivals. Costs incurred for advertising at these community events shall not exceed \$1,500 per event. Eligible claims are limited to costs related to advertisements only. Members must ensure that their advertisements include the Member's contact information. Advertisements that indicate the Member is a "sponsor" of an event will not be eligible for payment. Sponsorship in whole or in part of an event is strictly prohibited.

- (8) Subject to the restrictions outlined in clause (11), Members may advertise using bulk printed communications, radio and television communications, and billboards. These advertisements are not subject to the \$1,500 limit.
- (9) Members may make use of Central Services operated postal outlets for mail services. Postage expenses incurred this way will be charged monthly to each Member's *Constituency Service Expenses* provision.
- (10) A Member may apply to have a communication item approved in advance of its distribution by providing a written request and a sample or detailed description of the item to the Speaker's office. The Speaker's office must respond in writing within seven days of receiving the request by either approving the item, or not approving it and providing the reasons why it has not been approved.

EXPENSE RESTRICTIONS

- (11) No Member shall claim an expense from this provision that is related to:
 - (a) the utilization of party logos;
 - (b) an announcement of or attendance at party, or party constituency association meetings and events;
 - (c) a solicitation for party membership;
 - (d) a solicitation of contributions, monetary or otherwise, for the Member or the Member's party;
 - (e) a request for re-election support, including election campaign material;
 - (f) the promotion and/or conduct of personal election nominations or party leadership campaigns; or
 - (g) the conduct or commissioning of surveys about voting intentions.
- (12) No Member shall claim an expense from this provision for items, services or activities that are:
 - (a) of a personal nature;
 - (b) membership fees, such as fees to join an organization or Chamber of Commerce. Costs incurred inclusive of the membership such as advertising and subscriptions are also prohibited;
 - (c) hospitality (meals and beverages other than drinks as referred to in subclause (6)(b));
 - (d) donations, gifts, or novelty items, other than those items named in subclauses (6)(b), (c), and (d);
 - (e) communication material that includes information or graphics related to a commercial or non-commercial organization and the organization's logo or trademark. This provision applies to householder mailings, handbills, posters and billboards, but does not apply to congratulatory messages where the commercial or non-commercial organization's logo or trademark is used with the express permission of the commercial or non-commercial organization.

- (13) Members may participate in advertisements that recognize the Members collectively as part of a group. Print media advertisements must contain some contact information (i.e. caucus website or email address).
- (14) No Member shall claim an expense from this provision for any print or electronic media announcements or advertising in a newspaper, program, circular, magazine, or journal that is produced or published by an individual who or an entity that is controlled by or has a direct affiliation with a registered political party in Saskatchewan.
- (15) No Member shall claim an expense from this provision for services provided by a family member, or a company owned by the Member or a family member. Family members are defined as “parents, spouses, common-law spouses, children and spouses of children”.
- (16) Members are not allowed to contract with, or pay a management company to provide office management services. However, a company may provide office space, either furnished or unfurnished, and may charge for basic occupancy costs.

CLAIM PROCEDURES

- (17) At any point during the fiscal year, a Member is entitled to claim for expenses in an amount not to exceed any accumulated balance to date, plus one-twelfth of the annual expense provision for the current month, plus two-twelfths of the annual expense provision for the two-month advance period, to the extent that there is a balance remaining in the annual expense provision. The year-end for this expense provision is March 31; unused portions of this expense provision cannot be carried over into a new fiscal year.

Payments are processed utilizing the Ministry of Finance MIDAS payment system and are therefore subject to the fiscal year end cut-off dates set forth at the end of each fiscal year. Payment requests should be submitted to allow for sufficient processing time as indicated by the year-end cut-off dates.

- (18) All goods purchased and claimed from this expense provision that are greater than \$2,500 must be in accordance with best practice purchasing policies as follows:
 - (a) If a Member chooses to purchase independently, he or she must obtain three written quotes and the purchase must be made from the vendor who has provided the lowest quote with comparable quality;
 - (b) If a Member chooses not to obtain three quotes, he or she may authorize the Financial Services Branch to purchase the goods and services on the Member’s behalf.

- (19) Members may seek reimbursement or seek direct payment on their behalf as follows:
- (a) by attaching an original receipt or an original invoice to a Request for Payment form. Requests for reimbursement must also include the invoice and evidence of payment such as a paid stamp, a receipt or a copy of the cancelled cheque; and
 - (b) in the case of goods purchased that are greater than \$2,500, by attaching the documentation described in clause (18)(a); and
 - (c) by certifying on the Request for Payment form that the expense is in respect of his or her duties as a Member of the Legislative Assembly, being the representative of all constituents, and not in respect of his or her role as a member of a political party; and
 - (d) by signing his or her name directly upon the accompanying receipt or invoice, as the case may be. Invoices that exceed \$50 must be signed by the Member, while invoices of \$50 or less must be signed by either the Member or the constituency assistant.
- (20) Expense claims by Members made under this expense provision shall,
- (a) for bulk printed communications with constituents (e.g. leaflets, newsletters, greeting cards, etc.), be supported by:
 - (i) original invoices that give a description sufficient to identify the product received and/or distributed, together with an enumeration of the services rendered with respect thereto; and
 - (ii) sample copies of the product received and/or distributed;
 - (b) for radio and television communications with constituents, be supported by:
 - (i) original invoices that indicate when the broadcast was scheduled to air; and
 - (ii) transcripts of the communications so broadcast.
 - (c) for billboard advertising, be supported by:
 - (i) original invoices that give a description sufficient to identify the product received and/or produced, together with term specifications; and
 - (ii) sample copies or photograph of the product received and/or produced.
 - (d) Billboard advertising in sporting and recreational facilities are considered a onetime expenditure for accounting purposes.

CAPITAL ASSETS

- (21) All equipment and furniture or supplies that have been purchased by a Member pursuant to this Directive is the property of the Legislative Assembly of Saskatchewan and accordingly should be adequately insured by the Member. A Member may utilize this equipment and furniture in the manner the MLA considers appropriate to best exercise the Member's duties.

When the office equipment has been assumed by Executive Government as described in Directive #2.1 – *Telecommunication and Related Expenses*, clause (8), the Member's inventory shall be updated accordingly to reflect any transfer of assets.

When the office furniture and equipment is no longer required by the Member, the Member should advise the Legislative Assembly Service (Financial Services) **prior** to disposing or transferring the equipment or furnishings to another MLA. When a Member ceases to be a Member, the equipment and furniture shall be disposed of in accordance with the **MLA Capital Asset Disposal Policy**.

- (22) Every Member shall, with the assistance of the Legislative Assembly Service, file an annual inventory of all capital assets of \$250 or more including office equipment, furnishings, artwork and items of special interest purchased pursuant to this Directive. All assets must be photographed and catalogued by the constituency office and a copy provided to the Legislative Assembly Service along with a copy of the invoice.

The Legislative Assembly Service will maintain the fixed asset listing, including photographs of the assets.

Members are required to review their inventory listing annually and are required to certify that the asset listing is correct and that all assets have been accounted for by June 30th of each year. The Legislative Assembly Service will periodically audit the inventories of constituency offices.

- (23) Purchases of artwork shall not exceed \$250.

ANNUAL ADJUSTMENT

- (24) On April 1 of each year, the amount specified in clause (2) shall be increased or decreased by the annual change in the Consumer Price Index for Saskatchewan, and this Directive may thereupon be reproduced to include the indexed amount without further amendment.
- (25) Clause (4) shall be applied in the fiscal year 2019-20 and the term amount specified shall be decreased to a maximum of \$5,000 for the duration of the 28th Legislature.

OFFICE ACCOMMODATION

- (26) A lease entered into by a Member for a constituency office is the Member's personal responsibility. The Legislative Assembly is not a party to or in any way responsible for a lease entered into by a Member for a constituency office and is not liable either directly or vicariously for any cost associated with a lease entered into by a Member.
- (27) A Member may seek re-imbursement or seek direct payment for the rental costs of the leased constituency office premises if the lease meets all of the requirements set out in this Directive.
- (28) A lease for a constituency office:
- (a) Must contain the standard MLA escape clause provided by the Legislative Assembly. Escape clauses will only come into effect if a MLA resigns, retires or if there is a general election or by-election in their constituency; and,
 - (b) Must not contain a provision that allows for subletting of the premises.
- (29) New leases or rental agreements entered into after October 4, 2016 must be filed with the Legislative Assembly and must conform to all of the provisions of this Directive.
- (30) Notwithstanding the requirements of clause (29) existing leases or rental agreements that were renewed for the 28th Legislature before October 4, 2016, which contain subletting provisions or do not include an explicit escape clause, continue to be eligible for re-imbursement or direct payment under this Directive for the costs associated with the lease or rental agreement entered into by the Member if the Member undertakes, in writing by signing the standard letter provided by the Legislative Assembly, to not sublet the leased premises or any part of the leased premises while that individual remains a Member of the Legislative Assembly. Copies of existing leases or rental agreements that meet the requirements in this clause must be filed with the Legislative Assembly.
- (31) Members wishing to relocate their constituency office during the term of the lease will be responsible for all moving costs and associated penalties for breaking the lease agreement, if they do not have an escape clause in their lease agreement. The Board of Internal Economy will only consider, in exceptional circumstances, allowing a Member to pay a penalty for breaking a lease. Such requests must be made to the Board of Internal Economy and, if the Board determines that there is sufficient rationale to allow, the Member to break the lease agreement, the Member will be allowed to claim the cost of the penalty from his/her total allowance. The amount of the provision will be immediately reduced by the same amount. This reduction will remain in effect to the end of the fiscal year or the end of the following year until the entire amount is recovered.
- (32) In the event a Member resigns, retires or is defeated at the polls, any penalty amount not fully reimbursed will be the personal responsibility of the Member to repay. The payment of these penalties will be reported in the Member's Annual Disclosure Statement.