Mutual Recognition Agreement

Agreement on Labour Mobility
for Land Surveyors
in Canada

April 2012

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Between

The Association of Newfoundland Land Surveyors,
The Association of Nova Scotia Land Surveyors,
The Association of Prince Edward Island Land Surveyors,
The Association of New Brunswick Land Surveyors,
L'Ordre des arpenteurs-géomètres du Québec,
The Association of Ontario Land Surveyors,
The Association of Manitoba Land Surveyors,
The Saskatchewan Land Surveyors Association,
The Alberta Land Surveyors' Association,
The Association of British Columbia Land Surveyors, and
The Association of Canada Lands Surveyors.

1.0 Purpose

We, the undersigned, enter into this Mutual Recognition Agreement (MRA) in order to comply with our obligations under the Agreement on Internal Trade (AIT), Chapter 7 (Labour Mobility). The purpose of this MRA is to establish the conditions under which a Land Surveyor who is licensed in one Canadian jurisdiction will have his/her qualifications recognized in all other Canadian jurisdictions that are signatory to this Agreement.

2.0 Definitions

*Terms which are defined in this section are in **bold italics** where they appear in the text of the document, its schedules, or within other definitions.*

Academic Qualifications - The academic requirements or recognized equivalents required by the ***home association*** prior to sitting a jurisdictional examination. Academic qualifications can be documented.

Applicant – A ***land surveyor*** currently ***licensed*** in one or more ***associations*** applying for a ***license*** in a ***host association***.

Articles – A period of practical, supervised, on-the-job training required for initial ***licensing*** in an ***association***.

Association – includes those regulatory bodies that are signatories to this mutual recognition agreement.

Certificate of Conduct – A certificate provided by a ***home association*** to a ***host association*** certifying that the ***applicant*** is a member ***in good standing*** of the ***home association***. (See Schedule C)

Home Association – The ***association*** or ***associations*** in which the ***applicant*** is currently ***licensed***.

Host Association – The ***association*** to which the ***applicant*** is applying for a ***licence***.

In good standing – The status of a ***land surveyor*** whose ***licence*** is not encumbered or restricted in any way within a ***home association***.

Jurisdictional Examination – An examination designed to test the level of ***jurisdictional knowledge.*** (See Schedule B)

Jurisdictional Knowledge – Specific topics of survey knowledge that are jurisdictionally unique. (See Schedule A)

Land Surveyor – Any person ***licensed*** by an ***association*** or, in the case of the Association of Canada Lands Surveyors, ***licensed*** to practice land surveying.

Licence/License/Licensed/Licensing – Having the exclusive right to practice cadastral land surveying in a Canadian jurisdiction.

3.0 Terms and Conditions

3.1 **WHEREAS** the ***associations*** support the objectives of the Labour Mobility Chapter of the Agreement on Internal Trade, and agree that it is in the interest of their members and of the general public that ***land surveyors*** have access to employment opportunities in their profession throughout Canada;

3.2 **WHEREAS** it is further agreed and understood that threshold levels of competence in the practice of land surveying are established, maintained and upheld by the ***associations*** to protect the public, and that there are different paths for ***land surveyors*** to achieve those levels;

3.3 **WHEREAS** this mutual recognition agreement does not modify the authority of each ***association*** to set standards and requirements;

3.4 **WHEREAS** there is a recognition of the basic premise of mutual trust among ***associations*** with respect to their ***licensing*** decisions;

3.5 **WHEREAS** the ***associations*** have determined that there is a high level of commonality with respect to:

- the threshold levels of competence for the practice of land surveying;
- professional standards and ethics;
- scope of practice among ***land surveyors***;
- having complaints and disciplinary procedures in place;
- requirements for initial ***licensing***, given that all ***associations*** currently require,
  - equivalent levels of ***academic qualification***;
  - successful completion of professional examinations;
  - successful completion of an ***articling*** process, except for the Association of Canada Lands Surveyors which requires an *Affidavit of Experience and Practical Training*;

3.6 **WHEREAS** it is recognized that ***jurisdictional knowledge*** is specific to each ***association's*** jurisdiction;

3.7 **WHEREAS** no ***association*** will maintain or adopt any requirement for residency in its jurisdiction as part of its requirements for a ***licence***;

3.8 **WHEREAS** each ***association*** shall ensure that any measure it adopts or maintains, relating to ***licensing*** of an ***applicant*** from any other ***association,*** is competency-based and readily accessible or published and does not result in unnecessary delay nor impose inequitable, burdensome fees. This does not prevent ***associations*** from passing on additional costs to the ***applicant***;

3.9 **WHEREAS** it is recognized that ***land surveyors*** who became ***licensed*** under a previous regulatory process may not meet the current requirements for initial ***licensing*** in their ***home association***, it is acknowledged that these individuals are qualified and are eligible to be ***applicants***;

3.10 **WHEREAS** ***associations*** may maintain differing continuing education requirements of ***land surveyors*** in their jurisdictions, ***applicants*** for ***licensing*** will not be required to demonstrate compliance with the ***host association's*** continuing education requirements until ***licensed*** by it.

4.0 Terms of Recognition for Licensing

4.1 **THEREFORE**, based on the principles above, we the ***associations*** agree that an ***applicant*** from any ***association*** shall be deemed to have met the ***academic qualifications*** of any other ***association***;

4.2 **FURTHER,** we agree that in the case of the ***home association*** being the Association of Canada Lands Surveyors, the ***applicant's*** *Affidavit of Experience and Practical Training* shall be deemed to be equivalent to the other ***associations' articles*** for the purposes of this agreement;

4.3 **FURTHER**, we agree to ***license*** an ***applicant*** provided that the ***applicant***:

- pays applicable fees;
- proves membership ***in good standing*** in the ***home association***;
- is not the subject of any pending, ongoing, or outstanding complaints or discipline proceedings, that relate to the competence or conduct of the applicant, in any ***home association,*** as per Agreement on Internal Trade, Chapter 7 (Labour Mobility), Ninth Protocol of Amendment, Article 706, 4, (a);
- demonstrates they meet any language requirement in place in a jurisdiction in which they are applying;
- demonstrates competence in ***jurisdictional knowledge*** by successfully completing a ***jurisdictional examination;***

- complies with any other administrative requirements normally associated with the granting of a ***licence*** within the ***host association*** and not related to academic or experience requirements;

A ***host association*** may exempt an ***applicant*** from any of the above requirements.

4.4 **FURTHER,** we agree that all ***associations*** will continue to work towards the harmonization of ***academic qualifications***.

4.5 **FURTHER,** we agree that all ***associations*** will work towards cooperatively developing and participating in a dispute resolution process to deal with matters under this mutual recognition agreement.

5.0 Administration of the Agreement

5.1 Each ***association*** agrees to identify a contact person(s) for each ***association*** to monitor and assess the implementation and application of the agreement within their ***association*** and to participate in a group made up of all ***association*** contact persons to address inquiries, disputes, or questions arising from the implementation or application of the agreement.

5.2 Each ***association*** agrees to give advance notice to all other ***associations*** when proposing modification of occupational qualifications, requirements or standards or ***licensing*** requirements that might affect the inter-provincial/territorial mobility of ***land surveyors***. This shall be done in the manner specified in Annex 708, Part II of the Agreement on Internal Trade.

5.3 Each ***association*** agrees to give advance notice to all other ***associations*** when proposing to register an additional requirement for any ***applicant*** from any other

association under Article 709: Legitimate Objectives of the Agreement on Internal Trade.

5.4 Each ***association*** agrees that this agreement is a dynamic and evolving instrument that may be amended with the consent of all ***associations***. The ***associations*** agree to initiate periodic reviews of this agreement annually on or about the anniversary date following endorsement of the agreement and to review the operation of the agreement when such a request is made by one of the ***associations***.

5.5 Each ***association*** agrees to give written notice to its government and to other ***associations*** of its intent to withdraw from this agreement at least 12 months before the ***association*** withdraws or at the earliest possible opportunity. The withdrawal will take effect 12 months after the notification. The notice period is waived where the withdrawal is not within the ***association's*** control. Some governments may require prior consultation or prior approval.

5.6 Any entity that has been delegated authority to regulate land surveying by their government may accede to this agreement on such terms as are agreed to by all ***associations***.

5.7 Each ***association*** agrees to seek the necessary legislative changes from their respective government if, in order to implement this agreement, there is a need for such changes. Each ***association*** also agrees to seek the necessary changes to their by-laws, and make the necessary changes to their policies or procedures in order to implement this agreement.

5.8 This agreement shall come into force on endorsement of the regulatory bodies.

6.0 Signatures of Regulatory Bodies

Regulatory bodies that exercise authority delegated by law for land surveying in Canada.

SIGNED **this** 22 **day of** June **, 2012**

Ian Edwards, President
The Association of Newfoundland Land Surveyors
Land Surveyors Act 1991, chapter 37

SIGNED **this** 8 **day of** JUNE **, 2012**

Carl Hartlen, President
The Association of Nova Scotia Land Surveyors
Land Surveyors Act

SIGNED **this** 26 **day of** June **, 2012**

John Mantha, President
The Association of Prince Edward Island Land Surveyors
Prince Edward Island Surveyors Act

SIGNED **this** 8 **day of** June **, 2012**

Edward A. DeSaulniers, President
The Association of New Brunswick Land Surveyors
New Brunswick Land Surveyors Act

SIGNED **this** 8 **day of** June **, 2012**

Pierre Tessier, President
L'Ordre des arpenteurs-géomètres du Québec
Loi sur les arpenteurs-géomètres

SIGNED **this** 8 **day of** JUNE **, 2012**

Paul J. Benedict, President
The Association of Ontario Land Surveyors
Surveyors Act, R.S.O. 1990, Chapter S.29

SIGNED **this** 8th **day of** June **, 2012**

Donald N. Bourgeois, President
The Association of Manitoba Land Surveyors
The Land Surveyors Act, R.S.M. 1987, chapter L60

SIGNED **this** 8th **day of** June **, 2012**

Wayne Adams, President
The Saskatchewan Land Surveyors Association
Land Surveyors and Professional Surveyors Act, S.S. 1995, chapter L-3.1

SIGNED **this** 8th **day of** June **, 2012**

Constance R. Petersen, President
The Alberta Land Surveyors' Association
Land Surveyors Act, S.A. 1981 Chapter L-4.1

SIGNED **this** 8th **day of** June **, 2012**

Nigel Hemingway, President
The Association of British Columbia Land Surveyors
Land Surveyors Act, R.S.B.C. Chapter 248

SIGNED **this** 8th **day of** June **, 2012**

Richard H. Beaumont, President

Jean-Claude Tétreault, Executive Director and Secretary-Treasurer

The Association of Canada Lands Surveyors
Act respecting Canada Lands Surveyors, 46-47 Elizabeth II, Chapter 14

Schedule A

of the Mutual Recognition Agreement for Land Surveyors in Canada

Jurisdictional Knowledge in the Land Surveying Profession in Canada

*This schedule lists specific topics of survey knowledge that are jurisdictionally unique and may be the subject of a **jurisdictional examination** in order to meet the legitimate objectives of public order and consumer protection.*

Practice Issues:

Issues related to the actual practice of land surveying within the jurisdiction.

Relevant ***association*** and jurisdictional statutes and related regulations, bylaws, instructions, standards, and policies and guidelines, including manuals of good practice, that are related to the practice of surveying within the jurisdiction, and which may include,

- survey systems including historic and legal description aspects for private and Crown lands;
- standards and criteria for both general survey practice and specific survey products, as defined in legislation or ***association*** policy including, but not limited to, monumentation, accuracies, field procedures, certification and format;
- local sources of survey research information unique to the jurisdiction, such as government departments or offices, databases, libraries, publications;
- land planning and development policy, procedures and practices.

Professional Issues:

Issues related to membership in the ***host association***.

Relevant ***association*** and jurisdictional statutes and related regulations, bylaws, policies, and manuals of good practice, that are related to ***land surveyors'*** responsibilities to the public, to the profession and other professional bodies, and their application to participation in the profession, and which may include,

- the authority for self-regulation;
- ***association*** structure including the mandate, structure and operation of legislated and non-legislated positions, committees and programs; and
- standards of ethics and professionalism.

Note: Terms which are specifically defined within Section 2.0 of the MRA are shown in ***bold italics*** within the text of this Schedule of the MRA.

Schedule B

of the Mutual Recognition Agreement for Land Surveyors in Canada

Jurisdictional Examination

*This schedule contains the criteria, concept statements, description and evaluation mechanisms for the **jurisdictional examination** which a **host association** may require of an **applicant** in order to determine competence in **jurisdictional knowledge**.*

Criteria:

The ***jurisdictional examination***

- must relate to ***jurisdictional knowledge*** as defined in Schedule A of the MRA;
- must be comprised of questions that are the same as, or substantially similar to but no more onerous than, those imposed by the ***host association*** on its own members as part of the normal ***licensing*** process;
- will result in expeditious ***licensing*** of the ***applicant*** by the ***host association***;
- except for actual cost differentials, does not impose fees or other costs that are more burdensome than those imposed on its own members; and
- will have requirements that are transparent and consistently applied.

Concept Statements:

The ***associations*** recognize the following concepts with respect to the setting of a ***jurisdictional examination*** for an ***applicant***:

- That ***articles*** are a training tool designed for initial ***licensing*** of an individual and a ***jurisdictional examination*** is a testing tool designed for ***applicants*** under the MRA;
- That the ***associations*** have agreed not to require or provide additional training of ***applicants***;
- That the ***associations*** have agreed to test only ***jurisdictional knowledge*** as defined in Schedule A of the MRA.

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Description:

A ***jurisdictional examination***

- may include written, including in electronic, format only;
- shall last no longer than four hours ;
- shall be available expeditiously, defined as follows:

  First Attempt:
  - For the first attempt at the ***jurisdictional examination*** by an ***applicant*** the examination will be available within a maximum 30 calendar days of receiving the completed application.

  Second Attempt:
  - For the second attempt at the ***jurisdictional examination*** by an ***applicant*** the examination will be available within a maximum 30 calendar days after the appeal period for the first attempt expires, or if the right to appeal is waived by the ***applicant*** within a maximum 30 calendar days of receiving the notice of waiving the right to appeal.

  Third and Subsequent Attempts:
  - For the third and subsequent attempts at the ***jurisdictional examination*** by an ***applicant*** there will be waiting period of 90 days after the appeal period for the previous attempt expires, or if the right to appeal is waived by the ***applicant*** 90 calendar days after receiving the notice of waiving the right to appeal, and the ***jurisdictional examination*** will be available at the time of the next regular sitting of the ***host association's*** entrance examinations after the waiting period.

Evaluation Mechanisms:

A pass for a ***jurisdictional examination*** is as defined within the ***host association*** for initial licensing professional examinations.

If the ***host association*** determines that an ***applicant*** does not have the required level of ***jurisdictional knowledge*** to successfully complete the requirements then experience may be the way to gain that knowledge. The onus is on the ***applicant*** to gain the required knowledge by whatever means he or she chooses. The onus is not on the ***host association*** to define a period or type of training although the ***host association*** may make recommendations.

Note: Terms which are specifically defined within Section 2.0 of the MRA are shown in ***bold italics*** within the text of this Schedule of the MRA.

Schedule C

of the Mutual Recognition Agreement for Land Surveyors in Canada

This schedule contains a ***certificate of conduct*** to be provided by a ***home association*** to a ***host association*** certifying that the ***applicant*** is a member ***in good standing*** of the ***home association.***

Certificate of Conduct

This Certificate of Conduct is to be completed by the Registrar, or designate, of the ***home association*** on behalf of a land surveyor, who has applied to be a land surveyor in a ***host association*** through the Agreement on Internal Trade.

Home Association:			
Host Association:			
Applicant Full Name:			
Commission/ License #:		Date of Issuance:	
Current Status or Standing:			
Does this applicant have any restrictions or conditions of practice imposed on them in the Home Association:			
Name of Individual Completing this Form:			
Title of Individual Completing this Form:			
Signature of Individual Completing this Form:		Date:	

Note: Terms which are specifically defined within Section 2.0 of the MRA are shown in ***bold italics*** within the text of this Schedule of the MRA.