

Meeting Chapter 7 Obligations

Overview

Article 708 of the Agreement on Internal Trade (AIT) requires governments and regulatory bodies to mutually recognize the qualifications of workers from other jurisdictions in a manner set forth in Chapter 7 of the AIT.

The RPF regulatory met to compare their differences and commonalities in their professional standards and requirements in June and October 2000. This agreement documents the conditions under which the mutual recognition occurs.

This agreement will:

- demonstrate to governments that regulatory bodies have complied with Chapter 7.
- Function as a means of communicating to workers the conditions that need to be met in order to become qualified in another jurisdiction.

Mutual Recognition Agreement Among the Registered Professional Foresters Associations of Canada

College of Alberta Professional Foresters (CAPF)

**Association of British Columbia Professional Foresters
(ABCPF)**

**Association of Registered Professional Foresters of New
Brunswick (ARPFNB)**

**Newfoundland and Labrador Registered Professional
Foresters Program (NLRPF)**

Ordre des ingénieurs forestiers du Québec (OIFQ)

Ontario Professional Foresters Association (OPFA)

**Registered Professional Foresters Association of Nova Scotia
(RPFANS)**

2.0 – Definitions – This section is important to ensure that ambiguity in the interpretation of the agreement is avoided.

1. Purpose

This agreement is made between the Parties named on the preceding page and will remain in force until replaced by any further written agreement. It is made in compliance with the obligations set out in Chapter Seven of the Agreement on Internal Trade (AIT) which deals with the subject of Labour Mobility. Its purpose is to establish the conditions under which a Registered Professional Forester (R.P.F.) /ingénieurs forestiers (ing.f) who is licensed/registered in one Canadian jurisdiction will have his/her qualifications recognized in another Canadian jurisdiction participating in this Agreement.

2. Definitions

- 2.1. “Competencies” refers to a set of knowledge, skills and abilities acquired through formal or non-formal education, work experience, and other means required for an occupation.
- 2.2. “Good Standing” refers to meeting registration or membership requirements of the Home Association including, but not limited to, character, payment of fees, discipline actions and meeting continuing competency requirements.
- 2.3. “Home Association” refers to the Association/Ordre in which the member is currently licensed/registered.
- 2.4. “Host Association” refers to the Association/Ordre in which the member is seeking licensure/registration.
- 2.5. “Party” refers to a Regulatory Body that is a signatory to this agreement.
- 2.6. “Registered Professional Forester (R.P.F.) /Ingenieur forestier (ing.f)” refers to an individual who has qualified and is licensed/registered in a jurisdiction.
- 2.7. “Right to practice” refers to a jurisdiction in which the practice of professional forestry is defined and reserved to members of the regulatory body of the jurisdiction.
- 2.8. “Right to title” refers to a jurisdiction in which prescribed title(s) is/are defined and reserved to members of the regulatory body of the jurisdiction.
- 2.9. “Professional forestry” refers to the practice of professional forestry as defined in each jurisdiction.

3.0 Terms and

Conditions – This section reflects common principles shared by the signatories in coming to this agreement.

3.2 – Authority of the regulatory body

3.3. Responsibility to protect the public

3.4 Stating commonality among all regulatory bodies. Accredited program is the CFAB accredited program that has been accepted by the RPF associations.

3.4.1 Recognizing right to practice and right to title regulatory bodies (British Columbia, Ontario and Quebec), and only right to title bodies (Alberta, Nova Scotia, Newfoundland and Labrador, New Brunswick)

3. Terms and Conditions

3.1. WHEREAS the undersigned acknowledge that it is in the best interest of their memberships and the general public to enable Registered Professional Foresters to have access to employment opportunities in that occupation in all provinces and territories in Canada;

3.2. WHEREAS this agreement does not modify the authority of each regulatory body to set standards and requirements;

3.3. WHEREAS it is further agreed and understood that threshold levels of competence and public safety in the practice of professional forestry must be established, maintained and upheld by regulators to ensure protection of the public;

3.4. WHEREAS the Parties have determined that a high degree of commonality exists with respect to:

- range of activities practitioners typically perform.
- professional standards and requirements, given that all Parties currently require for initial entry to practice:
 - o good character;
 - o graduation from an accredited baccalaureate program (or equivalent) in forestry;
 - o a reasonable amount of professional forestry experience;
 - o a demonstrated knowledge of relevant local forest policy/legislation and practice;
 - o at least one sponsoring Registered Professional Forester who is in good standing;
- recognizing the Canadian Forestry Accreditation Board (CFAB) as the accrediting body for academic programs in forestry
- complaint and discipline procedures for regulation of their members
- adherence to codes of ethics / conduct
- adherence to professional standards of practice

3.4.1. With the following exceptions:

3.4.1.1. WHEREAS Registered Professional Foresters in British Columbia, Ontario and Quebec have right to practice and right to title.

3.4.1.2. WHEREAS Registered Professional Foresters in Alberta, New Brunswick, Nova Scotia, and Newfoundland and Labrador have right to title.

3.5 Removal of residency requirements, specifically addresses Article 706 "...no party shall require a worker of any other Party to be resident in its territory" as a condition of a) employment, b) licensing, certification or registration or c) eligibility for the worker's occupation.

3.7 This clause address obligations outlined in Article 707.

3.8.1 – considers initial registration and refers to home association registration.

3.8.2 – This clause outlines the conditions/requirements for licensure across jurisdictions.

3.9 Licensed foresters in good standing in a jurisdiction may have been licensed when requirements were different from that of the existing/current licensing requirements. This clause states that those who are currently fully licensed, irrespective of initial licensing requirements, are considered competent / qualified and, therefore, will benefit under the terms of this agreement.

3.10 Continuing competency requirements. An applicant seeking licensure in a new jurisdiction can be subject to continuing competency requirements once licensed. However, a regulator should not necessarily deny licensure on the basis that the individual has not meet continuing competency requirements in the new jurisdiction because s/he may have been subject to a different set of requirements in the home jurisdiction.

3.5. WHEREAS no Party will maintain or adopt any requirement for residency in its jurisdiction as part of its standards or requirements;

3.6. WHEREAS each Party shall ensure that any measure it adopts or maintains relating to registration of a Registered Professional Forester is competency based, published or otherwise readily accessible and does not result in unnecessary delay nor impose inequitable, burdensome fees, except for actual cost differentials;

3.7. WHEREAS each Party shall require an applicant for licensure/registration to demonstrate knowledge of relevant local policy, legislation, and practice as a condition for licensure/registration;

3.8. WHEREAS each Party recognizes that:

3.8.1. For initial registration in a Canadian jurisdiction an applicant may be required to:

- Demonstrate through examination or other forms of assessment the necessary competencies to begin practice as a Registered Professional Forester in the jurisdiction, where initial application is made.
- Establish and confirm identity for entry into the register of members.
- Pay applicable fees.

3.8.2. In addition to the requirements set out in subsection 3.8.1, an R.P.F. moving from one jurisdiction to another may be required to:

- Be in good standing in his/her home jurisdiction.
- Demonstrate he/she meets any language requirement in place in the host jurisdiction.
- Demonstrate he/she meets any requirement pertaining to local legislation, regulation and professional practice in the host jurisdiction.

3.9. WHEREAS it is recognized that Parties may have members who qualified for licensure/registration under a different regulatory regime, and who may not meet the current standards and requirements for entry to practice. It is recognized that these individuals as of the signing of this agreement are qualified, experienced R.P.F./ing.f and are eligible for membership in all Party jurisdictions provided they meet all other criteria described in this agreement.

4.0 Terms of Recognition –

This section outlines the terms and conditions Parties will agree to recognize qualified workers from other jurisdictions.

4.1.1 This clause accommodates R.P.F.s with CFAB accredited degrees moving from one jurisdiction to another, and that they will be granted R.P.F. status in the host province without further assessment, except in the case of OIFQ (as this time), the need for additional requirements in the area of ecology for RPFs from provinces west of Ontario.

R.P.F.s will also be required to demonstrate knowledge of regulation, legislation and professional practice most likely through a provincial exam (which is required of all RPFs).

4.1.2 This clause accommodates R.P.F.s with non CFAB accredited degrees moving, and that BC and Quebec will individually assess RPFs where AB, ON, NS, NL agree to accept the RPFs as in 4.1.1.1 and 4.1.1.2

3.10. WHEREAS Parties to this Agreement may maintain differing continuing education requirements of R.P.F. / ing.f in their jurisdictions. Applicants for licensure/registration will be required to demonstrate compliance with continuing education requirements in the host jurisdiction once licensed/registered there.

4. Terms of Recognition

4.1. THEREFORE in consideration of the principles contained in this agreement, we the Parties agree as follows:

4.1.1. R.P.F /ing.f with a CFAB accredited degree moving from one jurisdiction to another may do so without impediment, subject only to:

4.1.1.1. The right of the host jurisdiction to identify a demonstrably necessary local requirement/competency, not addressed elsewhere in the transferring R.P.F. / ing. f. education or experience. It is accepted and agreed that any such requirements will not involve a re-testing or re-assessment of common competencies already addressed under CFAB accreditation. It is further accepted and agreed that at the time of signing this agreement, the only such requirement is in the area of ecology for certain applicants to OIFQ.

4.1.1.2. The need for all transferring R.P.F / ing.f to demonstrate knowledge of local regulation, legislation and professional practice specific to the host jurisdiction. It is accepted and agreed that the host jurisdiction has the obligation to assess this knowledge through examination or other means deemed appropriate by the host jurisdiction.

4.1.1.3. The need for all transferring R.P.F./ing.f. to meet other requirements in the receiving jurisdiction pertaining to identity check, application procedures and fees and language, discipline and health related conditions.

4.1.2. R.P.F. / ing.f with a non CFAB accredited degree moving from one jurisdiction :

4.1.2.1 to a jurisdiction with reserved title may do so without impediment subject to subsections 4.1.1.1, 4.1.1.2. and 4.1.1.3.

4.1.2.2 to a jurisdiction with right to practice, may be subject to individual assessments to identify subject area

5.0 Administration of the Agreement –

5.1 This clause represents the commitment of signatories to notify other jurisdictions if there are new standards introduced or if there is a change to an existing standard that may impact the terms of the agreement.

5.2 Renew and amendment clause.

5.3 Withdrawal and accession clause

5.4 This clause addresses the commitment of regulatory bodies to seek legislative, regulation, by-law of policy changes required to comply with the terms of the agreement.

5.5 This clause addresses the commitment of regulatory bodies to seek legislative, regulation, by-law or policy changes required to comply with the terms of the agreement.

5.6 This clause refers to a contact person within the member association that will be implementing the agreement.

deficiencies and subject to subsections 4.1.1.1. and 4.1.1.2 and 4.1.1.3.

4.2. Where possible, all jurisdictions agree to provide for a specified period, a temporary/conditional license/membership, or other means to speedy access, to the individual until such time as he/she meets any identified exam and course requirements.

5. Administration of the Agreement

5.1. Each Party agrees to give advance notice to other Parties when proposing modification or adoption of new standards or requirements that might impact on the interprovincial/territorial mobility of workers.

5.2. Each Party agrees that this agreement is a dynamic and evolving instrument that may be amended. The Parties agree to initiate periodic reviews of this agreement every 3 years after July 1st, 2001 and/or to review the operation of the agreement when such a request is made by one of the Parties.

5.3. Each Party will give written notice to its government and to other Parties of its intent to withdraw from this agreement at least 12 months before the Party withdraws. The notice period is waived where the withdrawal is not within the Party's control.

5.4. Any entity not Party to this agreement and has been delegated authority to regulate the practice of professional forestry by their government may consent to this agreement on such terms as are agreed to by all Parties.

5.5. Each Party 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 Party also agrees to seek to implement the necessary changes to by-laws, policies or procedures in order to implement this agreement.

5.6. The Parties agree to identify a contact point responsible for implementation of this agreement.

6.0 Signatory Page for Regulatory Bodies – This signatory page is reserved for those organizations that have delegated authority through legislation to protect the public.

6.0 Signatory Page for Regulatory Bodies

Regulatory Bodies that exercise authority delegated by law for the practice of professional forestry in Canada.

Signed this 12th day of August 2001.

College of Alberta Professional Foresters

Governing Legislation Forestry Professions Act
Original signed by Dieter Kuhnke, R.P.F., ARPFA President

Association of British Columbia Professional Foresters

Governing Legislation Foresters Act of British Columbia
Original signed by Mike Larock, R.P.F., ABCPF President

Association of Registered Professional Foresters of New Brunswick

Governing Legislation The New Brunswick Foresters Act, 2001
Original signed by Rod O’Connell, R.P.F., ARPFB President

Canadian Institute of Forestry/Institut forestier du Canada Newfoundland and Labrador Section Registered Professional Foresters Program

Governing Legislation Ministerial approval, July 18, 1996
Original signed by Len Moores, R.P.F., NFLD RPF representative

Order des ingénieurs forestiers du Québec

Governing Legislation Forest Engineers Act (L.R.Q. c. 1-10)
Original signed by Johanne Gauthier, ing. f. , President OIFQ

Ontario Professional Foresters Association

Governing Legislation Professional Foresters Act 2000
Original signed by Rick Monzon, R.P.F., Executive Director OPFA

Registered Professional Foresters Association of Nova Scotia

Governing Legislation Foresters Association Act
Original signed by Ian Millar, R.P.F, President RPFANS

7.0 Signatory Page for Non-Regulatory Body -
The Canadian Institute of Forestry/Institut forestier du Canada was involved in the development of theMRA with the regulatory bodies and supports the agreement.

7.0 Signatory Page for Non - Regulatory Body

Signed this 12th day of August 2001.

Canadian Institute of Forestry/Institut forestier du Canada

Original signed by

Don Gelinas, R.P.F., President CIF/IFC