



Professional Engineers
Ontario

Adeilton Ribeiro, P.Eng

EIT & Student Programs Coordinator

**PPE: Professional
Practice
Examination**





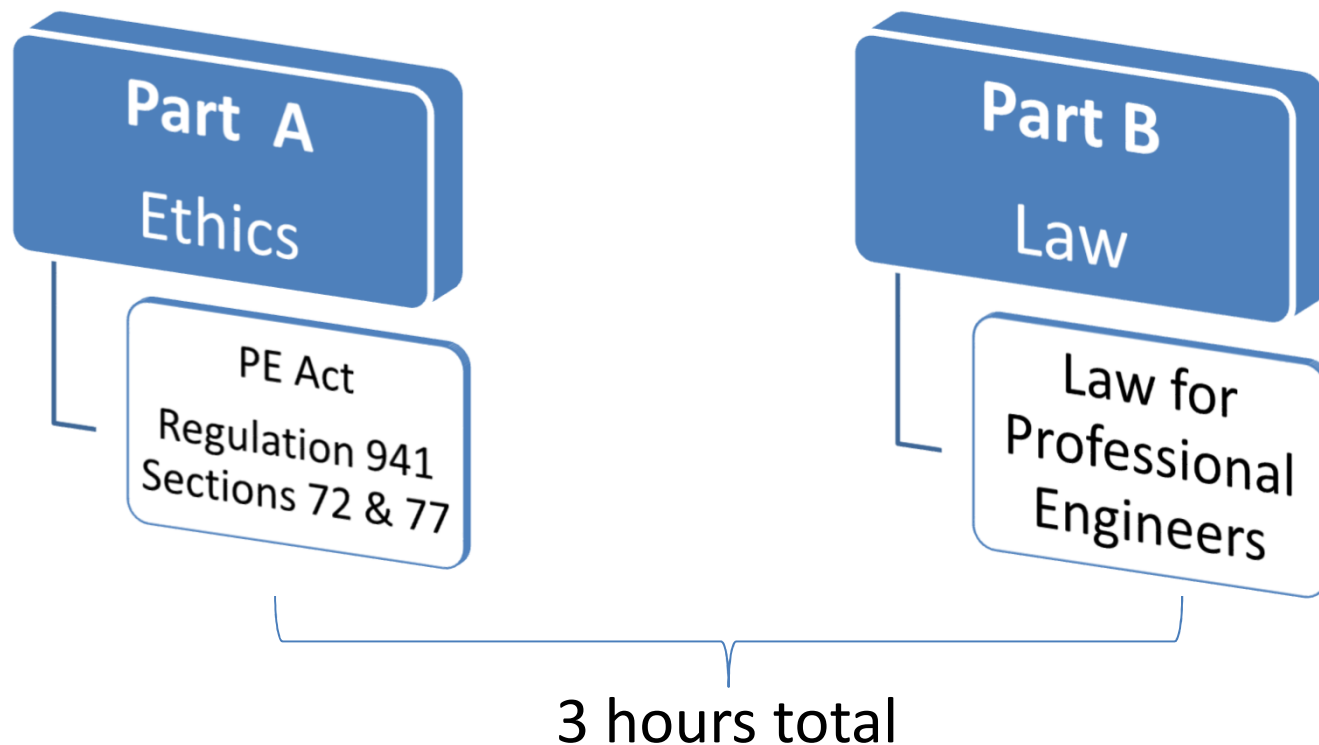
Agenda

- PPE Overview
- Time constraints
- Tips on how best approach questions
- Tips on how to prepare for the exam
- Sample questions from Part 'A' and part 'B'





Professional Practice Examination





Professional Engineers
Ontario

Dates & Results

PPE dates:	Results mailed:	Contact exams@peo.on.ca if you have not received results by:
April 8, 2017	June 13, 2017	June 26, 2017
August 12, 2017	October 13, 2017	October 27, 2017
December 2, 2017	February 7, 2018	February 21, 2018





Time Constraints

- Time constraints: *180 min total, constantly aware*
- 20 minutes: *allow only 20min for each answer*
- Process 'as urgent': *read, highlight, write*
- Attempt all questions: *for best value*
- Practice: *write, revise, rewrite, repeat*
- Study preparation: *develop time efficiency*
- Legibility: *practice writing, neatness*





Part A – Professional Practice and Ethics

- Based on the PE Act and Regulation 941
- Question 1 – Definitions
- Questions 2, 3 and 4 – Scenario questions
- Booklet Part ‘A’
 - Basics to know *(page 3)*
 - Sample definition question *(pages 12 & 15)*





Part A – Approaching Definition Questions

- Technique: Memorize key words and develop your answer
- Professional Engineering - definition with 3 parts:
 - *actions, principles, public interest*
- PEO main objects – What are they?
 - *serve and protect*





Part A – Definition Mock-up Question

Question: What is the purpose of the engineer's seal? What two elements are required to accompany the seal?

Key words: *Stamp, Identification, P.Eng, Signature, Date, Responsibility, Work, Document, etc.*

Answer: The purpose of the engineer's seal is to *identify* the *P.Eng* who prepared or checked the *document*, and who is *responsible* for it. The seal must be accompanied by a *date* and a *signature*, Regs 53. and 72.(2)(e).





Part A – Professional Practice and Ethics

- Questions 2, 3 and 4 – based on Reg 941, sections 72 & 77
- Section 72 (1) definitions: harassment, negligence
- Section 72 (2) Professional Misconduct
 - Safety: (b), (c), (d)
 - Competence (e), (f), (g), (h)
 - Conflict of Interest (i)
 - Professionalism (a), (j), (k), (l), (m), (n)





Part A – Professional Practice and Ethics

- Section 77 – Code of Ethics
 - Duty of general sensitivity: 1.
 - Regard to the Public 2.
 - Care for Employer, Clients 3., 4., 5.
 - Care for other Professionals 6., 7.
 - Expose ‘not ethical’ conduct 8.





Part A – Professional Practice and Ethics

- Section 72 – MUST DO
 - You can lose your license

- Section 77 – SHOULD DO
 - You may not lose your license

- Part 'A' is subjective





Part A - Approaching Scenario Questions

- Technique: *read, highlight, write.*
 - Process 'as urgent' (quick reading)
 - Read the question
 - As you read, highlight important information
 - As you highlight, write relevant info for easy reference and start building your answer
 - Mock-up question: Page 5





Professional Engineers
Ontario

Part A - Scenario Mock-up Question

Question: *Grey, P.Eng*, has been in the *employ* of Enterprise Engineering Inc (*Enterprise*) since his graduation from engineering school six (6) years ago. Since obtaining his *P.Eng licence*, two (2) *years* ago, he has been discussing with his *supervisor, Holdup, P.Eng* the possibility of being assigned more challenging projects. Holdup agreed to provide Grey with the challenge he is seeking, however the opportunity does not appear to be forthcoming and Grey has become frustrated. *Grey reviews and evaluates bids submitted by suppliers* for Enterprise.

Grey 's engineering potential is well recognized both inside and outside Enterprise. Consequently, while Grey is still waiting to receive the promised challenging assignments at Enterprise, he learns of an *opportunity to do some work in the evenings and on weekends* for *SupplyCo*, a regular *supplier to Enterprise*. Grey agrees to work *part-time* for SupplyCo as an *independent contractor*.

A few *months after* starting the part-time job, Grey is asked by his primary employer, Enterprise, to *review a bid from SupplyCo*. He had *helped SupplyCo* prepare that *particular bid*.





Part A - Scenario Mock-up Question

Answer (page 8):

- (a) Grey's employment arrangements – for work evenings and weekends (moonlighting) – Grey must:
- 1) be satisfied there is no *conflict of interest* with present daytime employment, 77.4.
 - 2) have *informed the daytime employer* of the work, thus making prior disclosure, 72.(2)(i)4.
 - 3) have provided SupplyCo with a *written statement* about Grey's status as an employee
 - 4) have advised SupplyCo in *writing about attendant limitations* on Grey's services, 77.5.
- (b) Grey's response – if Grey did the bid review as requested, it would be *conflict of interest*, 72.(2)(i). Grey *must disclose* this conflict immediately to Enterprise, if it is not already known, 77.4. Perhaps a similar assignment could be exchanged with another employee. If so then Grey would be *fair and loyal* to both employers, 77.1.i., and be acting with devotion to *high ideals* of honour and *integrity*, 77.1.iii.
- (c) *C of A need* – if Grey could be added to a C of A held by SupplyCo, a separate C of A would not be needed, Reg 50. However if this is not the case then Grey would need a separate C of A, Act 12.(2)





Part B – Engineering Law & Professional Liability

- D.L. Marston, “Law for Professional Engineers”
- Question 1 – Definitions of legal terms
 - Booklet Part ‘B’ - Basics to know *(page 19)*
- Question 2, 3 and 4 – Case study questions
 - Contract Law, breach of and liability
 - Equitable Estoppel and Gratuitous Promise
 - Tort Law, potential liabilities





Part B – Approaching Definition Questions

- Answer **only 5** of the 8 options (*page 21 & 28*)
 - Only first 5 answers will be marked
- Technique: Memorize key words and develop your answer
- Common Law - definition:
 - *precedent decision, judge law, opposed to legislation*
- Secret commission - definition:
 - *bribe, kickback, anyone involved, charges*





Part B – Definition Mock-up Question

Question: Briefly list and define the five elements of an “Enforceable Contract”.

Key words: *Offer, Mutual Intent, Consideration, Capacity and Lawful Purpose.*

Answer: In order for a contract to be enforceable 5 elements must be present. *Offer*: E.g., of a product or service; *Mutual Intent*: All parties must enter the contract on its own will; *Consideration*: Payment or reward – monetary compensation; *Capacity*: All parties must be capable to perform the scope of contract in reasonable standards and *Lawful Purpose*: Clauses must comply with the law of the land and public policy.





Part B – Contract Law & Equitable Estoppel

- Contract, breach of and liability – who pays
 - Fundamental breach
 - True construction approach
- Sample question: Contract Law *(pages 22 & 25)*
- Equitable Estoppel and Gratuitous Promise
 - Exceptional Remedy
- Sample question: Equitable Estoppel *(pages 28 & 32)*





Part B – Tort: Three Principles

- 1- Duty of care, 2- Breach of that duty and 3- Damage or injury as a result
- Terms / items that could apply:
 - Parties have not privity of contract
 - Expert testimony
 - Vicarious liability (deep pockets)
 - Concurrent tortfeasors
 - Potential liabilities, %s
- Sample case study: tort (*pages 29 & 32*)





Coming to a Close - Study Preparation

- Develop time efficiency
 - Reading: *input* → *output*
 - Practice past examples
 - *write, revise, rewrite, repeat*
 - *Time yourself*
 - *Writing skills*





Professional Engineers
Ontario

Happy Studies!

Q & A

