

**RECIPROCAL AGREEMENT
OREGON JOURNEYMAN ELECTRICIAN AND WASHINGTON JOURNEYMAN ELECTRICIAN
BCD# 90S000217**

This Reciprocal Agreement (“Agreement”) is between: THE STATE OF OREGON, DEPARTMENT OF CONSUMER AND BUSINESS SERVICES, BUILDING CODES DIVISION (“Oregon”), P.O. Box 14470, Salem, Oregon 97309 and THE STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES, (“Washington”) P.O. Box 44460 Olympia, Washington 98504; and is made pursuant to ORS 670.380 and RCW 19.28.231.

I. PURPOSE

It is the purpose of this Agreement to recognize the qualifications of Oregon Journeyman Electricians and Washington general journey level electricians, as authorized by ORS 670.380 and RCW 19.28.231 and WAC 296-46B-940. Oregon and Washington shall issue journeyman electrical licenses and electrician certificates, as appropriate, to individuals meeting the conditions of this Agreement without examination. This Agreement is based on the determination of the Oregon Electrical and Elevator Board and advice of the Washington Electrical Board that apprenticeship standards, qualifications and examinations for journeyman electricians in Oregon and Washington are substantially similar.

II. AGREEMENT

- A. Oregon and Washington hereby mutually agree to issue reciprocal journeyman electrician licenses or certificates without examination under the following terms and conditions:
1. **Journeyman Electrician License or Certificate.** Reciprocity applicants must hold a journeyman electrician license issued by Oregon or a general journey level electrician certificate issued by Washington and have worked under that license or certificate for the minimum amount of time as required by the reciprocating state. The license or certificate must be current, active, and have no violations or conditions attached within the period stipulated by the reciprocating state.
 2. Reciprocity applicants must have qualified for their license or certificate through (i) completion of an approved Oregon or Washington apprenticeship program that included working a minimum of four (4) years and a minimum of 8,000 hours in the electrical trade under the direct supervision of a licensed journeyman electrician, supervising electrician, certified general journey level electrician, or certified master electrician, and (ii) completion of at least four (4) years of electrical apprenticeship vocational education with a minimum of 576 classroom hours.
 3. Reciprocity applicants must have passed the Oregon general journeyman electrician examination or the Washington general journey level electrician examination with the minimum score that is required by the state that

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administered the examination. In addition, reciprocity applicants must not have taken and failed the exam in the reciprocating state within the period of time as specified by the reciprocal state.

4. Reciprocity applicants holding an Oregon general supervising electrician license or Washington master electrician certificate, that is current, active, and has no violations or conditions attached within the period specified by the reciprocating state, shall be deemed to have met the experience and education requirements of this Section II.A.

- B. All reciprocity applicants must pay all required fees to the reciprocating state for applications and licensure and must meet any other application requirements set forth in any statute or rule of the reciprocating state.

III. DOCUMENTS AND RECORDS

Each state shall maintain records of reciprocity applicants that will document the applicant's qualifications, experience, education, and exam results for a period corresponding to that state's record retention schedule. Each state reserves the right to audit, at its expense, the other state's compliance with the terms of this Agreement.

IV. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties.

V. TERMINATION

This Agreement may be terminated by mutual agreement of the parties or by either party, upon 30 days' written notice, delivered by certified mail or in person and addressed as follows:

STATE OF WASHINGTON, DEPARTMENT OF LABOR AND INDUSTRIES
PO Box 44460
Olympia, WA 98504

STATE OF OREGON, BUILDING CODES DIVISION
PO Box 14470
Salem OR 97309

VI. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of Oregon or Washington other than as expressly set forth herein.
- B. Nothing in this Agreement shall affect either party's sovereign immunity or any other defenses permitted by law.

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BCD# 90S000217**

- C. Parties to this Agreement reserve the right to deny any license or certificate application, as outlined in their laws and administrative rules.
- D. Appropriate officials of each party may promulgate such written operational procedures for implementation of this Agreement as they deem desirable.
- E. It is understood and agreed that this Agreement shall in no way or manner be construed so as to bind or obligate either Oregon or Washington beyond the term of any particular appropriation of funds by that state's legislature, as may exist from time to time. Each of Oregon and Washington reserves the right to terminate this Agreement if, in its sole judgment, its legislature fails, neglects or refuses to appropriate sufficient funds as may be required for that state to continue to perform its obligations under this Agreement. Any such termination shall take effect upon ten (10) days written notice to the other party.

VII. DURATION

This Agreement shall become effective on the date on which both parties have signed this Agreement and all required approvals have been obtained, and shall continue until terminated as provided in Section V or Section VI.E.

VIII. NO THIRD PARTY BENEFICIARIES

Oregon and Washington are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third person or persons unless such persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, if any, whether written or oral, concerning the subject matter of this Agreement.

Signatures on next page

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BCD# 90S000217**



Steve Reinmuth, Assistant Director for
Field Services and Public Safety
Washington State Department of Labor
and Industries

8/13/2020

Date signed



Lori Graham, Interim Administrator
State of Oregon
Department of Consumer and Business and
Services, Building Codes Division

8/13/2020

Date signed



Nancy A. Cody, Designated Procurement
Officer

8/17/20

Date signed

Approved as to form

Marc Bocci

Senior Assistant Attorney General
State of Oregon
Department of Justice

approved by email August 10, 2020

Date signed