

RECIPROCAL AGREEMENT
MONTANA JOURNEYMAN and OREGON JOURNEYMAN ELECTRICAL LICENSES BCD# 73-0-458

This Agreement is between: THE STATE OF MONTANA, DEPARTMENT OF LABOR AND INDUSTRY, (“Montana”) 301 S. Park Ave PO Box 200513, Helena, MT 59620-0513; and THE STATE OF OREGON, DEPARTMENT OF CONSUMER & BUSINESS SERVICES, BUILDING CODES DIVISION (“Oregon”), P.O. Box 14470, Salem, Oregon 97309-0404; and is made pursuant to ORS 670.380.

I. PURPOSE

It is the purpose of this agreement to mutually recognize the qualifications of Montana Journeyman Electricians and Oregon Journeyman Electricians as authorized by ORS 670.380, ORS 479.630(18) and MCA 37-1-304. Oregon and Montana shall issue Journeyman Electrical licenses, as appropriate, to individuals meeting the conditions of this agreement without examination. This agreement is based on the determination that the standards, qualifications and examinations for journeyman electricians in Oregon and Montana are substantially similar.

II. AGREEMENT

- A. Montana and Oregon 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 or certificate issued by Oregon or Montana and that license or certificate must have been obtained by examination, with a minimum score of 75%. The license or certificate must be current, active, and in good standing.
 2. Reciprocity applicants must have qualified for their journeyman electrician certificate of competency or license by passing an examination in Oregon or Montana and by working a minimum of four (4) years (8,000 hours) in the electrical trade under the direct supervision of a licensed journeyman electrician and completion of four (4) years of electrical apprenticeship vocational education (576 classroom hours minimum). If a reciprocity applicant qualified for a journeyman electrician certificate of competency or license by passing an examination and by obtaining experience and education determined to be equivalent by the licensing state, the state reviewing the reciprocity application shall determine whether the applicant’s education and experience are equivalent to that state’s experience and education standards.
 3. Reciprocity applicants holding a license or certificate issued by Montana or Oregon that is based on qualifications that exceed those required for a journeyman electrician license in Montana or Oregon, such as an Oregon General Supervising Electrician or Montana Master Electrician, shall be deemed to have met the experience and education requirements of II.A.1 and II.A.2 above.

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4. 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 statute or rule.

III. DOCUMENTS AND RECORDS

Each state shall maintain records of reciprocity applicants that will document the applicant's qualifications, experience, education, tests and scores for a period corresponding to that state's record retention schedule. Each state reserves the right to audit, at their 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 consent by both parties or by either party upon 30 days' notice, in writing and delivered by certified mail or in person addressed as follows:

THE STATE OF MONTANA, DEPARTMENT OF LABOR AND INDUSTRY,
301 S. Park Ave
PO Box 200513
Helena, MT 59620-0513

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 Montana 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.
- C. Appropriate officials of the Parties may promulgate such written operational procedures for implementation of this Agreement as to them appear desirable.
- D. It is understood and agreed that this agreement shall in no way or manner be construed so as to bind or obligate either of the party states beyond the term of any particular appropriation of funds by that state's legislature, as may exist from time to time. Each of the party States reserves the right to terminate the Agreement if, in its sole judgment, its legislature fails, neglects or refuses to appropriate sufficient funds as may be required for

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that state to continue to participate. Any such termination shall take effect upon mutual consent or ten (10) days written notice, if feasible, and be otherwise effective as provided for in this Agreement.

VII. DURATION

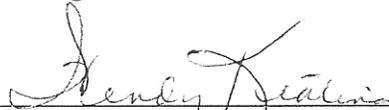
This Agreement shall become effective on the date at which every party has signed this Agreement and shall continue until terminated as per section V.

VIII. No Third Party Beneficiaries

Oregon and Montana 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.

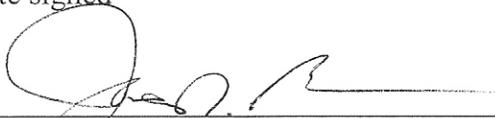
IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the states concerning the subject matter of this agreement and supercedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.



Wendy Keating, Commissioner

12-16-04
Date signed



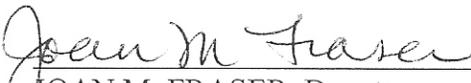
Jim Brown, Administrator

12/14/04
Date signed



DLI Attorney

12/06/04
Date signed



JOAN M. FRASER, Deputy

State of Oregon
Building Codes Division
12/27/04
Date signed



DCBS Contract Administrator

12/29/04
Date signed
Approved as to form:

See memo in file

Assistant Attorney General
State of Oregon
Department of Justice

9/7/04
Date signed