

## WASHINGTON -- OREGON RECIPROCAL AGREEMENT

The State of Washington, acting by and through the Washington State Department of Labor and Industries and the State of Oregon, acting by and through its Department of Consumer and Business Services, desiring to resolve jurisdictional issues that arise when workers from one state temporarily work in another, enter into the following agreement (the "Agreement"):

### **Who Is Affected By This Agreement**

This Agreement affects the rights of workers and their employers when the contract of employment arises in Washington and the worker is temporarily working in Oregon, or when the contract of employment arises in Oregon and the worker is temporarily working in Washington. To be covered by this Agreement, an employer must be considered an employer under both Washington's and Oregon's workers' compensation laws, and workers must be considered workers under both Washington's and Oregon's workers' compensation laws.

### **Basic Rule**

When a contract of employment arises in Washington and the worker is temporarily working in Oregon or when the contract of employment arises in Oregon and the worker is temporarily working in Washington:

Employers shall be required to secure the payment of workers' compensation benefits under the workers' compensation law of the state the contract of employment arose in, and pay premiums or be self-insured in that state for the work performed while in the other state; and

- Workers' compensation benefits for injuries and occupational diseases arising out of the temporary employment in the other state shall be payable under the workers' compensation law of the state the contract of employment arose in, and that state's law provides the exclusive remedy available to the injured worker.
- In determining whether a worker is temporarily working in another state, Washington and Oregon agree to consider:
  1. The extent to which the worker's work within the state is of a temporary duration;
  2. The intent of the employer in regard to the worker's employment status;
  3. The understanding of the worker in regard to the employment status with the employer;
  4. The permanent location of the employer and its permanent facilities;
  5. The extent to which the employer's contract in the state is of a temporary duration, established by a beginning date and expected ending date of the employer's contract;
  6. The circumstances and directives surrounding the worker's work assignment;
  7. The state laws and regulations to which the employer is otherwise subject;
  8. The residence of the worker; and
  9. Other information relevant to the determination.

- Washington and Oregon both agree to notify the other state in writing of any changes to their law that may affect this Agreement within 30 days of that law change.

### **Exclusion From The Basic Rule**

This Agreement does not apply to any Washington worker of an Oregon employer while working in the State of Washington nor to any Oregon worker of a Washington employer while working in the State of Oregon. It is understood that an employer from either Oregon or Washington may have a contract in the other state where they may have both Oregon and Washington workers which may require obtaining coverage in both states for that same contract.

This Agreement does not apply to employees of an employer working for stevedoring or steamship companies.

This Agreement does not supersede separate agreements made regarding workers employed in the construction or maintenance of interstate structures such as dams, bridges, trestles, etc. between Oregon and Washington.

### **Certificates Of Coverage**

Upon request, each state will issue certificates of extraterritorial coverage to the other when appropriate. The issuing state may cancel these certificates at any time.

### **Merger**

This Agreement replaces and supersedes the previous agreement on the same subject matter entered into between Washington and Oregon in effect since October 5, 1997.

### **Effective Date**

This Agreement shall take effect immediately upon completion of all of the following requirements; (1) execution by both parties; (2) public notification in compliance with Oregon law, and; (3) adoption as a rule in compliance with Washington law. This Agreement will remain in effect unless terminated, modified, amended or replaced in writing between the parties.

### **Termination**

Either party may terminate the Agreement, without cause, by giving written notice to the other party at least 30 days in advance of such termination.

### **Notice**

Any communication between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile or mailing the same, postage prepaid, to the addresses or numbers set forth below on the signature pages or as subsequently modified in writing by the party to be noticed.

Signed this 24<sup>th</sup> day of January, 2002 at Olympia, Washington

DEPARTMENT OF LABOR AND INDUSTRIES

OF THE STATE OF WASHINGTON  
(WASHINGTON)

by: Gary Moore

Gary Moore, Director  
Department of Labor and Industries  
P. O. Box 44140  
Olympia, WA 98504-4140

Approved as to form this 15<sup>th</sup> day of January, 2002 at Olympia, Washington

by: James S. Johnson

James S. Johnson, Asst. Attorney General

Signed this 31<sup>st</sup> day of January, 2002 at Salem, Oregon

DEPARTMENT OF CONSUMER AND BUSINESS SERVICES

WORKERS' COMPENSATION DIVISION

OF THE STATE OF OREGON  
(OREGON)

by: John Shilts

John Shilts, Administrator  
Workers' Compensation Division  
350 Winter Street NE, room 27  
Salem, OR 97301-3879

Approved as to form this 4<sup>th</sup> day of January, 2002 at Salem, Oregon

by: Christian Boenisch

Christian Boenisch, Asst. Attorney General