



# AWC Retro Program Policies

Effective January 1, 2026

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# Table of contents

<b>Preamble</b>	<b>2</b>
<b>Article I — Declaration of AWC Retro Program</b>	<b>3</b>
1. Name	
2. Purpose	
3. Term	
4. Refunds and assessments	
<b>Article II — Definitions</b>	<b>4</b>
<b>Article III — Retro Board of Directors</b>	<b>6</b>
<b>Article IV — Retro Advisory Committee</b>	<b>7</b>
1. RAC structure	
2. RAC appointment	
3. Term of appointment	
4. RAC chair and vice chair	
5. Appointment of successor RAC members	
6. Termination	
<b>Article V — Joining, participating and removal from the Retro Pool</b>	<b>8</b>
1. Joining the Retro Pool	
2. Participating in the Retro Pool	
3. Removal from the Retro Pool	
<b>Article VI — Safety Alliance</b>	<b>11</b>
1. Safety Alliance services	
2. Joining AWC Safety Alliance	
3. Safety Alliance membership criteria	
4. Criteria for Safety Alliance members' entrance into the Retro Pool	
<b>Article VII — Allocation of refunds and assessments</b>	<b>13</b>
1. Allocation of refunds	
2. Allocation of assessments	

# Preamble

Whereas, the Association of Washington Cities ("AWC") is a not-for-profit membership association established pursuant to the laws of the state of Washington for the purpose of providing various services to and on behalf of its member cities; and

Whereas, Washington cities and towns asked the AWC to assist them with a retrospective rating program that would comply with the rules of a Retro Group as stated in WAC 296-17B; and

Whereas, in response to the Washington cities' and towns' request, the AWC Board of Directors decided to establish and sponsor a group retrospective rating program on January 1, 2004.

# Article I

## Declaration of AWC Retro Program

### 1. Name

The name of the group retrospective rating program is:

**Association of Washington Cities Retro Program**

### 2. Purpose

The AWC Retro Program is a cooperative group of governmental entities joining together to reduce the frequency and severity of workplace injuries through proactive claims management and loss control services. Actual gain, losses and financial liabilities are shared among the membership according to Board-adopted formulas and policies. Members are accountable to the pool as a whole, as well as understanding how their actions may affect the overall success of the Program.

### 3. Term

The AWC Retro Program became effective January 1, 2004, and continues indefinitely until such time as it may be terminated by the Retro Board or denied enrollment by the Department of Labor & Industries as stated in WAC 296-17B-730.

### 4. Refunds and assessments

Members of the AWC Retro Program may receive refunds or are assessed additional premiums as stated in Article VI.

# Article II

## Definitions

The following definitions shall govern in these AWC Retro Program policies:

1. "Adjustment" – the comparison of standard premium paid to calculated retrospective premium (or the prior retrospective premium, if the 1st or 2nd adjustment has occurred). The result is a refund or additional premium assessment. Each plan year has three mandatory adjustments, the first occurring approximately 10 months after the end of the retro coverage period. The subsequent two adjustments follow in 12-month intervals (WAC 296-17B-400).
2. "Adjustment Order & Notice of Decision" – Labor & Industries retro adjustment calculations to the corresponding coverage years.
3. "Association" or "AWC" – the Association of Washington Cities.
4. "AWC Retro Advisory Committee" or "RAC" – a standing committee in an advisory capacity to the AWC Retro Board of Directors. As described in Article IV, the RAC is responsible for monitoring existing services, developing and recommending new programs and services, overseeing refund distributions, and monitoring vendor performance.
5. "AWC Retro Board" – Is elected and comprised of the following individuals:
  - (a) The AWC Board of Directors is the governing body of the Association of Washington Cities, a private, non-profit corporation, and is responsible for providing continuing guidance and direction to the Association's Chief Executive. Board members are elected during the business meeting at the AWC Annual Conference, and are voted into office by voting delegates from each city and town represented at the annual business meeting.
  - (b) The AWC Retro Board is made up of the Executive Committee from the AWC Board of Directors: President, Vice President, Secretary, Large City Representative, Past President, and Immediate Past President.
6. "Claim frequency" – a measure of how often claims are filed. It is here defined as the number of claims per \$100,000 in premiums.
7. "Employer representative" – each participating employer will identify a point of contact to the AWC Retro Program.
8. "Loss Development Factors" – an actuarial element used to adjust losses to reflect the Incurred But Not Reported losses (IBNR) under the retrospective method of rating. An evaluation of losses is made at least once a year; the development of losses is the quantitative change in this evaluation from year to year. For the AWC Retro Program, the loss development triangle is extrapolated over a three-year timespan.
9. "Maximum Loss Ratio" – the factor selected for each Retro Year, which sets the upper limit or cap on the aggregate loss ratio. Expressed as a ratio of final losses to standard premium.
10. "Participation Agreement" – a written agreement between a participating employer and the AWC Retro Program, and any supplement, amendment, continuation, or renewal thereof, that obligates the Participating employer:
  - (a) pay a service fee of 6.5% of total annual L&I premium, except those Safety Alliance members transitioned from the Retro Pool on January 1, 2017, due to newly adopted Board policy, who pay a service fee of 3.25% of total premium for as long as the member maintains continuous membership in the Safety Alliance.
  - (b) subscribe to the terms and conditions of the Participation Agreement, underwriting rules and any other referenced Retro Program documents.

11. "Participating employer" – any of the following as a member of the Retro Pool or Safety Alliance:
  - (a) A participating city/town; or
  - (b) A county; or
  - (c) A special purpose district.
12. "RCW" – the Revised Code of Washington as amended, and including all regulations promulgated pursuant thereto. When reference is made to an incorrect or outdated RCW provision, the reference shall be reformed to indicate the proper RCW provision that is consistent with the context and intended meaning.
13. "Retro adjustment" – the comparison of standard premium paid to calculated retrospective premium (or the prior retrospective premium, if the 1st or 2nd adjustment has occurred). The result is a refund or additional premium assessment. Each plan year has three mandatory adjustments, the first occurring approximately 10 months after the end of the retro coverage period. The subsequent two adjustments follow in 12-month intervals (WAC 296-17B-400).
14. "Retro reserve fund" – the fund created by the Participation Agreement to hold refunds until released by the Retro Board.
15. "Retro start date" – the date on which a participating employer enrolls in the Retro Pool. Staggered enrollment is permitted by the Department of Labor & Industries on April 1, July 1, and October 1.
16. "Retro Year" – a 12-month period during which a participating employer is enrolled in the Retro Pool. The AWC Retro coverage period is January 1 to December 31. Claims with a date of injury within the coverage period and standard premium due for the coverage period are used to calculate retrospective premium.
17. "Safety Alliance" – the service-only program available to non-AWC Retro Pool jurisdictions due to size or poorly performing members. Safety Alliance members will have access to professional claims management and loss prevention services without sharing in the risk/reward of participating in the AWC Retro Pool. The Safety Alliance began in January 2014.
18. "Special purpose districts" – any public agency, public corporation, intergovernmental agency or political subdivision within the state of Washington that meets the requirements of Article V, Section 1(b). Pursuant to Chapter 48.62 RCW, private, non-profit membership associations within the state of Washington are ineligible to participate in the AWC Retro Program.
19. "Standard premium" – the portion of premium paid by a Retro Pool member to L&I that is used in the calculation of refunds or assessments. It is the portion of total premium due during a Retro Year. It is comprised of the medical aid fund and the accident fund.
20. "Total premium" – the full workers' compensation premium paid by an entity to the Department of Labor and Industries, including Accident and Medical Aid Funds, as well as the Stay at Work Program and Supplemental Pension Funds.
21. "Unmodified premium" – the Standard Premium paid by an organization to L&I divided by its experience factor, as established by L&I rate-setting practices.
22. "Workers' Comp Retro Program" or "Retro Program" – refers to the risk sharing pool and the Safety Alliance.

# Article III

## **AWC Retro Board of Directors**

The AWC Board Executive Committee shall serve as the Retro Board of Directors. The Retro Pool and the Safety Alliance shall be governed by the AWC Retro Board of Directors.

# Article IV

## Retro Advisory Committee (RAC)

### 1. RAC structure

The RAC shall consist of 10 positions: Eight positions shall be limited to staff from member cities/towns. Position nine is reserved for a county staff person or a county elected official as an at-large representative. Position 10 is reserved for a staff person of a Safety Alliance employer as an At-Large Safety Alliance representative.

All positions shall be appointed by the Retro Board.

### 2. Term of appointment

Each RAC member shall serve a three-year term of appointment running from January 1 to December 31. Should a RAC member's participating city or county cease to participate in Retro, the term of appointment will expire immediately. If a RAC member is no longer employed with their participating city or county, the term of appointment will expire immediately.

### 3. RAC chair and vice chair

Any RAC member may nominate a RAC member for the chair and vice chair positions.

The term of the chair and vice chair positions shall be the lesser of the individual's RAC term or three years. Election to either chair or vice chair shall not constitute a vacancy of that individual's position. The chair and vice chair shall be appointed by the Retro Board.

### 5. Termination

#### (a) General termination events

A RAC member shall be automatically terminated in the event of one of the following:

- a) a RAC member's participating city or county is no longer a participating employer in the Retro Program;
- b) a RAC member is no longer employed by the participating city or county in which they were employed when appointed to the RAC;
- c) a RAC member is unable to complete his or her term as a RAC member for any other reason.

#### (b) Termination for failure to attend meetings

A RAC member shall be automatically terminated if such member fails to attend two consecutive meetings of the RAC, unless he or she was excused from attendance by specific action of the remaining RAC members noted in the minutes.

#### (c) Resignation

A RAC member may voluntarily resign his or her position on the committee at any time. Such resignation shall be effective upon the resignation date specified in a written notice of resignation addressed to the chair or vice chair of the Retro Advisory Committee.

# Article V

## Joining, participating and removal from the Retro Pool

Cities, towns, counties and special purpose districts within the State of Washington are eligible to join the Retro Pool provided they meet certain criteria. The Retro Board reserves the authority to change the criteria at any time. Cities, towns, counties and special purpose districts must be approved by the Retro Board. In performing the duties set forth in this Article, the Retro Board may take action without a formal meeting by means of a conference telephone call or by a virtual meeting, arranged by the Retro Board President or Vice President, in which a quorum is present.

### 1. Joining the Retro Pool

#### (a) Cities/towns

Cities or towns who are members of the AWC are eligible to join the Retro Program, but are subject to the following criteria:

- (i) Must have a three-year average Standard Premium of \$60,000 or greater. The three-year average is based on the 12 most recent quarters of premium reported to Labor & Industries at time of application. The Board may exercise its discretion in consideration of Unmodified Premiums along with Standard Premiums in efforts to identify potential members whose risk profiles and claims experience would be compatible with Pool membership.
- (ii) At least two of the last three adjusted Retro years would have had a positive impact on the Retro Pool. Using claim costs at time of review, and Development Factors at most recent adjustment for each corresponding year.
- (iii) Jurisdictions with a claim frequency of greater than 125% of the Pool frequency for the three most recent years, as expressed as number of claims per \$100,000 of Standard Premium may require additional examination of their claims history and experience.
- (iv) Jurisdictions with \$500,000 average Standard Premium will require special consideration by the Board. The Retro Board will consider the impacts to staffing and service levels an applicant's entry will have on the broader program and existing membership. Premium size, loss ratio, claims frequency, and actuarial analysis may be considered by the Retro Board.
- (v) The city or town must commit to a minimum of three (3) years of participation in the Retro Program (combination of Pool and/or Safety Alliance membership) as outlined and agreed to in the Retro Service Agreement. The jurisdiction must commit to paying all Program service fees and maintaining general AWC membership for the duration of membership with the Retro Program.
- (vi) Must have an established safety committee in compliance with WAC 296-800-130.
- (vii) Must have a written Accident Prevention Program in accordance with WAC 296-800-140.

**(b) Counties**

Counties must meet the same criteria as cities or towns, as set forth in Article V, Section 1(a).

(i) Application criteria

If the following application criteria are met, the county's application will be reviewed by the Retro Board for either acceptance or rejection:

(A) The county must apply for membership in the AWC Retro Pool a minimum of two months prior to the Labor & Industries Retro application deadline as referenced in WAC 296-17B-010 for consideration by the Retro Board.

(B) A county must agree to and maintain Associate Membership in AWC if not currently a member.

(ii) Advisory Committee representation

A county representative shall serve on the Retro Advisory Committee at-large position.

**(c) Special purpose districts**

Special purpose districts must meet the same criteria as cities or towns, as set forth in Article V, Section 1(a).

(i) Application criteria

If the following application criteria are met, the special purpose district's application will be reviewed by the Retro Board for either acceptance or rejection:

(A) The special purpose district must apply for membership in the AWC Retro Program a minimum of two months prior to the Labor & Industries Retro application deadline as referenced in WAC 296-17B-010 for consideration by the Retro Board.

(B) A special purpose district must agree to and maintain Associate Membership in AWC if not currently a member.

**2. Participating in the Retro Pool**

**(a) Third party administrator**

No participating employer may hire a third-party administrator to act as an employer representative nor a legal representative on the participating employer's Labor & Industries account.

**(b) DOSH inspections or citations**

Participating employers shall report a DOSH inspection or citation within 30 business days to Retro Program staff. This reporting allows for abatement assistance to the impacted member, and awareness of DOSH interactions with cities and Retro members across the state.

### **3. Removal from the Retro Pool**

**(a) Performance criterion**

Participating employers with three consecutive years of negative impact to the Retro Program, will be removed from the Retro Pool and transitioned into the Safety Alliance. This criterion becomes effective December 1, 2018.

**(b) Standard premium**

Employers with a three-year average standard premium below \$55,000, as verified by Labor & Industries Adjustment Order & Decision, will be removed from the Retro Pool and transitioned into the Safety Alliance.

**(c) Labor & Industries account in good standing**

According to WAC 296-17B-250, an employer qualifies for membership in a group if the employer, "Is a dues paying member of the sponsoring organization; and, has an industrial account in good standing." Any Retro Pool member with an account balance at the start of the Retro Year will be removed by Labor & Industries. That member may enroll back into the Retro Pool at the next staggered enrollment without Board approval, pending payment of outstanding Labor & Industries account.

**(d) Terminating Participation in the AWC Retro Pool**

(i) Termination by Employers

Participating Employers may terminate participation in the Retro Pool by providing written notice to the AWC Retro Program at a minimum of twelve (12) months in advance of the effective date of termination. For purposes of this subsection 3(d), "effective date of termination" is December 31 only. Therefore, written notice must be provided to the Retro Program by January 1 prior to December 31 on which such Participating Employer wishes to terminate participation.

The Retro Board may terminate a participating employer's participation in Retro:

(ii) for cause;

(iii) when required by law;

(iv) for failure to pay administrative fee following reasonable efforts to collect delinquent fees; or

(v) at its discretion by providing written notice to the participating employer a minimum of three months in advance of the effective date of termination.

# Article VI

## Safety Alliance

To assist in achieving the mission and goals of AWC Retro Program, the Safety Alliance policy was approved by the AWC Retro Board on November 21, 2013. The AWC Retro Board has the authority to change this policy at any time.

### 1. Safety Alliance services

The Safety Alliance offers non-Retro Pool jurisdictions or poorly performing Retro Pool member's accessibility to professional claims management and loss prevention services without sharing in the risk/reward of participating in the Retro Pool.

### 2. Joining AWC Safety Alliance

- (a) Newly enrolling cities and towns ineligible for the Retro Pool due to size, claims performance, or risk appetite may apply for enrollment in the Safety Alliance. The AWC Retro Board must approve all Safety Alliance membership applications. The Retro Board will consider the impacts to staffing and service levels an applicant's entry will have to the broader program and existing membership. Premium size, loss ratio, claims frequency, actuarial analysis, and interest in Retro Pool entry may be considered by the Retro Board.
- (b) The city or town must commit to a minimum of three (3) years of participation in the Retro Program (combination of Safety Alliance and/or Retro Pool membership).
- (c) Newly enrolling counties or special purpose districts to the AWC Safety Alliance must meet the following criteria:
  - (i) The non-city entity must apply for membership in the AWC Safety Alliance a minimum of two months prior to the next quarterly Retro Board meeting for their consideration.
  - (ii) Additional criteria, such as the current percentage of enrollment of non-city entity members, may be considered at any time by the Retro Board.
  - (iii) If the above application criteria are met, the non-city entity's application will be reviewed by the Retro Board for either acceptance or rejection.
  - (iv) A non-city entity must agree to and maintain Associate Membership in AWC if not currently a member

### 3. Safety Alliance member criteria:

- (a) The approved member must adhere to the AWC Retro Program philosophy. In support of this, the following requirements must be met:
  - (i) The member must sign the Participation Agreement.

#### **4. Criteria for Safety Alliance members' entrance into the Retro Pool:**

- (a) The member would have had a positive impact on the Retro Pool's performance for two out of the last three consecutive years.
- (b) The member must have an active "Return to Work" program and/or policy.
- (c) The member must have an established employee safety committee.
- (d) The member must have a written Accident Prevention Program.
- (e) The member must have at least \$60,000 in annual standard premium as provided by Department of L&I on Table A, Premium and Loss History.

The member must apply for membership in the Retro program a minimum of two months prior to the quarterly L&I deadline to ensure adequate time for consideration by the Retro Board.

If the above criteria have been met, the member's application may be reviewed by the Retro Advisory Committee for a recommendation to the Retro Board for approval or denial.

#### **5. Terminating Participation in the Safety Alliance**

- (a) Termination by Employers  
Participating Employers may terminate participation in the Safety Alliance by providing written notice to the AWC Retro Program at a minimum of twelve (12) months in advance of the effective date of termination. For purposes of this subsection 5(a), "effective date of termination" is December 31 only. Therefore, written notice must be provided to the Retro Program by January 1 prior to December 31 on which such Participating Employer wishes to terminate participation.

# Article VII

## Allocation of refunds and assessments

Refund and assessment allocation is primarily an issue of fairness. This allocation of refunds and assessments is designed to equitably reward those Retro Pool members with positive impact to the pool, and assess those

members first with negative impacts to the pool before going out to the rest of the members. The Retro Board shall decide at the conclusion of the Retro Year if assessments will be the responsibility of the members, or if any or all of the assessment will be paid from the Retro Reserve Fund. Only members of the Retro Pool are eligible to receive refunds, and only those members may be assessed for additional premiums.

### 1. Allocation of refunds

At the AWC Retro Board's discretion and in adherence with the reserve fund policy, allocation of policy year refunds will include, but not be limited to:

#### (a) Base refund

In a Retro Year that yields a refund, each member may receive a percentage of the base refund.

#### (b) Performance refund

A performance refund may be distributed to those members in a Retro Year whose impact to the refund was positive using a merit-rated formula.

### 2. Allocation of assessments

#### (a) Allocation to Retro Pool members

In the event of a Retro Pool assessment, those members who caused the assessment, up to a maximum liability of that Retro Year's Maximum Loss Ratio shall be assessed first. If necessary, to cover the balance of the assessment, the remaining members shall pay based on their individual percentage of the total group premium.

#### (b) Assessments paid from Retro Reserve Fund

The Retro Board shall decide at each adjustment and at the conclusion of a coverage year if assessments will be the responsibility of the members or will be funded partially or in full from the Retro Reserve Fund. The Retro Board will be guided in its deliberations by the recommendation of the Retro Advisory Committee. Considerations for using reserve funds will be based on the net current retro adjustment and the amount of Retro Reserve Funds. The final decision will be made at the Retro Board's sole discretion.



[wacities.org/retro](https://wacities.org/retro)

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