ARTICLE 13 – INSURANCE PROGRAMS

Section 1. The current Graduate Appointee Insurance Plan (GAIP) shall be continued with the following conditions:

A. Both parties agree that the medical, dental and vision benefits will be based on the plan design as attached in Appendix 1. GAIP shall utilize the provider network(s) available through the selected insurer. The University shall not request that the insurer create any custom network(s).

B. The University will provide the Union with utilization reports as they become available. During the annual renewal period in March, the University will provide the Union with access to relevant information including an annual review of the plan, experience summary reports, plan census information, and trend information relating to GAIP. Pertinent information shall not include proprietary data or formulas and such information is not relevant or necessary.

C. 1. Unforeseen changes to federal and state law or direction from regulators may necessitate modifications to the GAIP plan in order to ensure legal compliance. The University agrees to provide notice to the Union when changes are necessary and to comply with applicable bargaining obligations, after which, the University will follow any changes mandated by regulators as required under federal or state law.

2. For the 2019-20 and 2020-21 plan years, the parties agree to meet and bargain the impacts of unforeseen changes in law or regulation that will result in a material increase (e.g. – reasonably expected to be more than 1% per year) to GAIP fees, taxes, penalties or mandated benefits. If after sixty (60) days of bargaining the parties are unable to reach agreement, the matter shall be submitted to interest arbitration to be conducted on an expedited basis. If the parties are unable to agree on selection of an arbitrator, the parties shall request a panel of five (5) Academy qualified arbitrators from Washington or Oregon from the American Arbitration Association, and alternately strike names until one remains. The provisions of the parties’ grievance procedure, Article 8, Step Three – Arbitration, numbers 3, 4, 5, 6, and 9, shall apply to the arbitration. The scope of bargaining will be limited to addressing the impacts of the unforeseen changes.
D. The parties will meet in December and June of each year to discuss the status of GAIP. At the December meeting, the parties will discuss whether to automatically renew the GAIP plan or initiate a Request for Proposals (RFP). The final determination will be made by the University. If the University initiates an RFP to determine the GAIP plan insurer, the University will begin work immediately, with input from the Union. The University will provide the Union with the renewal plan documents and related filings with the Washington State OIC.

E. The University may automatically renew the GAIP plan annually if the plan benefits identified in Appendix 1 do not change.

Section 2. Joint Health Care Committee. A Joint Employer-UAW Health Care Committee shall be continued to discuss quality, administrative, and service matters pertaining to GAIP. The Joint Health Care Committee (JHCC) will be comprised of appropriate representatives of both the UAW and the University with other specialists to be invited as required to conduct JHCC business. The JHCC will meet at least once per year and can meet as necessary by mutual agreement of the parties.

Section 3. Both the University and the Union will designate a contact to communicate with and cooperate in assisting in the prompt resolution of identified challenges. However, this does not supersede the GAIP plan document rules. Both the Union and the University will maintain issue-tracking logs, which will be shared periodically. Both parties will remain mindful of HIPAA obligations.