

**2024 Bylaws**  
**Bylaws**  
**Joint Committee**  
*Adopted July 11, 2024*

1. The Joint Committee will consist of one representative from each bargaining unit with enrollees covered by the Consortium plans and one representative from each of the participating municipalities as outlined in the Consortium's Municipal Cooperative Agreement. (Section K.1 of the Municipal Cooperative Agreement)
2. Bargaining unit representatives will be the president of each bargaining unit or that persons' designee from the unit. Management representatives will be appointed by the respective elected leader of each participating municipality. (The term of appointments will vary according to the pleasure of the appointing authority).
3. The purpose of the Joint Committee will be to review all prospective Board of Directors actions in connection with the benefit structure and design of the plans offered by the Consortium to develop findings and shall make recommendations to the Executive Committee and the Board of Directors with regard to such actions.
4. The Joint Committee has the authority to be involved in reviewing benefits; investigate creative program designs for optimal use of resources; receive (quarterly) reports regarding use of benefits, UCR (Usual, Customary, and Reasonable) changes, and potential cost increases; compare benefits and costs about any carrier change; gather information about benefits, service levels, and related program costs.
5. The Joint Committee's findings and recommendations with respect to benefit structure and design issues are presented to the Consortium's Board of Directors and Executive Committee through the Committee Chair who is a Director.
6. All Joint Committee actions shall be by a majority vote of a quorum which is defined as a total of 25 members that must include a minimum of six Labor Directors. This requirement shall be reviewed annually.
7. Although physical or remote attendance is strongly encouraged, members who are unable to attend can designate a proxy by email to the Consortium's Staff prior to the meeting. The designated proxy must meet the eligibility as outlined in Section K.1 of the Municipal Cooperative Agreement. The proxy designation must include: 1) the date of the meeting they will not be attending, 2) the individual to whom they are designating as the proxy, and 3) If the person is not currently a member of the Committee, identify the labor group or municipality for which the individual would be eligible for Committee membership.
8. At the first Joint Committee meeting of each year, the Chairperson will be elected by a majority of a duly convened quorum of the Joint Committee who must be a union representative on the Joint Committee. The Vice-Chairperson of the Committee will also be elected by the Joint Committee and must be a representative from one of the participating municipalities.
9. The Joint Committee Chairperson will serve as a voting Director on the Consortium Board of Directors representing Labor. The Union Members on the Joint Committee shall select from among the Union Members an individual to serve as an additional at-large voting Labor Member on the Board of Directors of the Consortium. If the number of municipal members on the Consortium rises to seventeen (17), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Consortium. The at-large voting Labor Member(s) along with the Joint Committee Chair shall collectively be the "Labor Representatives." If the number of municipal members on the Consortium rises to twenty-three

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(23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Consortium Union Members may select from among their members one (1) At-large Labor Representative to serve as Director with a maximum of ten (10) Labor Representatives.

10. If any point in the year, the Joint Committee Chairperson or Vice-Chairperson, or the at-large voting Labor Member to the Board of Directors resigns, retires or is otherwise are not eligible to continue, elections will be held at the next Joint Committee meeting to fill the vacant position.
11. The Joint Committee meetings will be scheduled at dates, times and location agreed upon by consensus for future meetings. The meeting agenda will be made available 1 week prior to each meeting. There should be a good faith effort by management and labor for all to attend and participate. The Consortium supports good faith efforts on the part of management and labor to provide necessary resources and support to meaningful engagement at the Joint Committee meetings in the spirit of strengthening the bargaining relationship between management and labor.
12. The Consortium's Staff will be responsible for distributing agendas and handouts, scheduling meetings, taking notes, creating draft minutes, and posting materials on the GTCMHIC website. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the Joint Committee in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Joint Committee may adopt.