



**GCU**  
**BYLAWS**

*Adopted: March 18, 2018*

I hereby certify that this is a true and correct copy of the Bylaws of the GCU adopted by the Board of Directors of the GCU at a special meeting held on March 18, 2018. The effective date of the Bylaws shall be March 18, 2018.

\_\_\_\_\_  
Gregory N. Vladika, Chairman of the Board

\_\_\_\_\_  
Date

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public

# BYLAWS of the GCU

## Title I

### NAME, EMBLEM, SEAL, and MISSION STATEMENT

**Par. 1** The name of this society is GCU.

**Par. 2** The GCU is a Fraternal Benefit Society organized and existing pursuant to the laws of the Commonwealth of Pennsylvania.

**Par. 3** The emblem of the GCU is an Eagle in flight holding an American flag in the talons of its right claw and a 3-bar cross in its left claw. Directly above the head of the Eagle is a brightly shining star.

**Par. 4** The seal of the GCU is circular in design, at the top of which is inscribed "Greek Catholic Union of the U.S.A." In the center and at the bottom of the emblem of the GCU are the letters "G.K.S.S.A.," which are the first initials of the GCU in the Rusin language.

**Par. 5** The Mission Statement of the GCU shall be: "Protecting Families, Promoting Faith and Fraternalism, Strengthening Communities."

## Title II

### OBJECTIVES OF THE GCU

**Par.6** The objectives of the GCU shall be:

- (a) Support the Mission Statement of the GCU.
- (b) Maintain a Fraternal Benefit Society under the lodge system for the benefit of its members.
- (c) Unite Rusin Greek Catholics, or other Slav nationalities, or persons who are members of a Byzantine Catholic Church under the jurisdiction of the Metropolitan Ruthenian Church of Pittsburgh, or Christian individuals who are interested in or aware of the Byzantine Catholic Church or our Slavic heritage.
- (d) To organize Subordinate Lodges as a means of admitting members into the GCU, and to admit members only through Subordinate Lodges.
- (e) To aid its disabled members.
- (f) To provide various insurance and annuity plans and establish subsidiaries as permitted by regulatory agencies.
- (g) To promote the education of its members in religious matters, and to foster their interest or awareness of the Byzantine Catholic Church and our Slavic heritage.
- (h) To encourage, promulgate and promote athletics, music and literature among its members.
- (i) To cultivate the social and fraternal life of its members, to promote the civic and public good and forever sustain the American way of life.
- (j) To raise and maintain funds deemed advisable as serving the best interest of the GCU.
- (k) To obtain and maintain real and personal property.
- (l) To do anything incidental to or necessary in the accomplishment of the mission and objectives of the GCU.

## Title III

### MEMBERSHIP

#### A. IN GENERAL

**Par. 7** Members in the GCU shall be divided into two (2) classes, namely, Insurance Members (including Annuitants) and Associate Members. Associate Members shall have no voice or vote in the governance of the insurance and other matters of the GCU and have only such rights and benefits as shall be permitted them by the Fraternal Benefit Society Code of the Commonwealth of Pennsylvania or as may be permitted by any other State in which the GCU does business. However, Associate members are prohibited from acting as representatives of insurance members and such associate members shall not be eligible to be elected as officers of the GCU. An Associate Member will be assessed an annual fee as prescribed by the GCU Board of Directors. An Associate Member is not included in the lodge number of voting members.

**Par. 8** Members may be either adult or juvenile members but juvenile members shall have no voice or vote in the governance of the GCU.

**Par. 9** Membership may be acquired and maintained only by persons having the qualifications as stated in these Bylaws.

**Par. 10** All applications for insured membership must be on forms furnished by the GCU and all questions must be completely and truthfully answered. In cases where false material answers or statements are made, or in case of willful and intentional concealment of material facts necessary to determine the insurability or eligibility of an applicant to membership, the membership founded on such application shall, within the contestable period, be terminated and considered null and void and the GCU shall be liable only for the return of premiums paid.

**Par. 11(a)** No one shall be considered a member in good standing until the application, properly completed and executed, is approved by the GCU, the first installment of premium is paid, and is entered into the membership records of the GCU.

**Par. 11(b)** All applications for insured membership containing a questionable medical history and/or medical risk, shall be approved only after consultation with the appropriate source to determine insurability.

**Par.12** The certificate, together with any duly authenticated riders or endorsements, the Articles of Incorporation, the Bylaws of the GCU, the application for insurance and declaration of insurability, signed by the applicant, a copy of which application and declaration is attached thereto, together with all amendments to each thereof, shall constitute the entire contract between the GCU and the insured as of the date of issuance; and copies of the same shall be received in evidence as to the terms and conditions thereof.

**Par.13** Any changes, additions or amendments to the Articles of Incorporation and the Bylaws of the GCU, duly made and enacted, shall bind the insured, the applicant, and the beneficiaries, and shall govern and control the agreement between the GCU and its members in all respects. Nothing in this paragraph shall be construed so as to adversely affect the certificates in force at the time of such changes or amendments as made and such changes or amendments shall not be retroactive.

#### B. MEMBERSHIP QUALIFICATIONS

**Par. 14** Every applicant for insured membership must be of good moral character and must possess the following qualifications:

- (a) Be a member of a Byzantine Catholic Church under the jurisdiction of the Metropolitan Ruthenian Church of Pittsburgh, or
- (b) Be of Slav origin and a member of a Catholic Church, or
- (c) Be a Catholic individual who is interested in learning about the Byzantine Catholic Church, and our Slavic heritage, or
- (d) Be a Christian individual, who is interested or aware of the Byzantine Catholic Church, and our Slavic heritage. For purpose of the Bylaws of the GCU, Christian shall be defined herein as anyone who has been baptized into a Church that professes the beliefs that constitute the Nicene Creed, or
- (e) Be a member of an acquired Fraternal Benefit Society.

#### C. OBLIGATIONS OF MEMBERSHIP

**Par. 15** Members of the GCU, by applying for and accepting membership therein, become bound by the provisions of the Bylaws thereof and any Rules and Regulations and Policies adopted by the GCU Board of Directors as they then exist, or as they may be subsequently altered and/or amended by the GCU. All members agree to abide by the provisions of the Bylaws, and to promote the objectives, purposes, and policies of the GCU as therein declared, and to submit to the Government and discipline of the GCU as expressed through the GCU Board of Directors, National Officers, Subordinate Lodges and their Officers. Members shall conduct themselves in all matters as worthy members, endeavoring to enhance the interest, success, and prosperity of their organization. All members of the GCU shall pay premiums and assessments in accordance with the schedule of rates adopted by the GCU Board of Directors.

**Par. 16** The GCU expects all of its members to lead an honest, moral and Christian life.

**Par. 17** If the periodic contributions required on the benefit certificates of the GCU shall be insufficient to pay all claims in full and to provide for the accumulation and maintenance of necessary reserves, the GCU Board of Directors has the right to assess extra or additional contributions to be collected, or such certificates shall be charged with a just and proper share of any impairment in reserves or adopt such other adjustment plans as may be required by the respective laws.

#### D. RIGHTS AND BENEFITS GRANTED MEMBERSHIP

**Par. 18** Members complying with the provisions of these Bylaws are entitled to all the rights and benefits of membership as set forth in the membership certificate as provided for in these Bylaws or in any Rules and Regulations adopted by the GCU Board of Directors. Every member shall receive a certificate which will designate membership class and any other provisions required by state law.

**Par. 19** Members of the GCU may transfer their membership from one Subordinate Lodge to another. The Home Office will only transfer a member of the GCU from one Subordinate Lodge to another with written permission from that member. Members who reside in states wherein the GCU has not been granted a license to do business, may transfer their membership and belong to the Home Office Lodge.

**Par. 20** Insured members shall receive a copy of the official publications of the GCU.

#### E. BENEFICIARIES OF MEMBERSHIP

**Par. 21(a)** Any person, trust, charity, or estate may be named as beneficiary by the insured. In addition, funeral expenses as allowed by the respective state may also be designated as a beneficiary.

**Par. 21(b)** Any adult member who has either custody or legal guardianship of a minor child may be designated as a beneficiary on said child's certificate, provided such adult person pays the required premiums and provided further that all provisions of the Bylaws of the GCU are complied with.

**Par. 21(c)** All certificates issued to insured members who have not reached their majority shall remain with the adult person who has qualified under Subparagraph (b) hereinabove. The control of all certificates issued to juvenile members shall be transferred to said juvenile members upon reaching the age of fifteen and one half (15 1/2) years.

**Par. 21(d)** Nothing in these Bylaws shall be construed as depriving the GCU of the right to reissue certificates previously issued to persons who have not reached their majority declaring all previously issued certificates null and void, in order to give and accomplish control of all certificates to that adult who assumes the responsibilities provided in (b) above and who pays the required premium under the minor's certificate of membership.

**Par. 22** Whenever the insured member has attained the age of sixteen years or majority as permitted by law, every transaction relating to this certificate shall be thenceforth between the GCU and the insured and all transactions, options or privileges exercised shall be valid without notice to or consent of any person who submitted the application in behalf of the minor member or any beneficiary.

**Par. 23** If for any reason a member has not designated a beneficiary, or if designated, all named beneficiaries, both primary and contingent, predecease the insured, or if for any reason the designation or attempted designation of beneficiary by a member should fail or become void, then the death benefit shall be paid to the executor, administrator, or personal representative of the estate of the deceased member, or if none, then payment may be made in accordance with 20 PA.C.S. S 3101(d), or as amended (relating to payments to family and funeral directors).

**Par.24** Notwithstanding Paragraph 25, where parents are designated as beneficiaries in the benefit certificate and one of the parents dies, then in such event the entire death benefit shall be paid to the surviving parent.

#### F. DEATH BENEFITS

**Par. 25** When a member of the GCU dies, the person or persons claiming death benefits shall submit in writing such claims to the GCU, together with a certified copy of the death certificate and the appropriate GCU issued certificate. The GCU shall pay all benefits per the terms of all certificates.

**Par. 26** Claims made on behalf of minors, must state the exact ages of the minor and whether or not guardians have been legally appointed for them, in which event duly certified proof of appointment must be furnished.

**Par. 27** If the death of a member should occur outside the Continental United States, excepting Canada, the President or the President's designee shall have the right to determine whether secondary proofs of death shall be accepted.

**Par.28** If the age of a member has been understated at the time he joins the GCU, the amount payable under the member's certificate as death benefit shall not exceed the amount payments would have purchased at the correct age. If the correct age was not an insurable age under the Bylaws of the GCU, the certificate of such member shall be null and void and only the net contributions made by the member shall be returned to the beneficiary or to the estate. If the age of the member was overstated, no additional benefit or other values shall be granted for any excess contributions, but such excess contributions shall be returned to beneficiary or to the estate, without interest.

**Par. 29** Death benefits payable to a minor for whom a legal guardian has been appointed shall be paid directly to the guardian upon presentation of legal letters of appointment. If no legal guardian has been appointed for such minor, then the money payable to such beneficiary shall be deposited into the St. Nicholas Fund of the GCU. Interest shall

be added at a rate to be determined by the GCU Board of Directors until such time as a guardian is appointed or until the minor beneficiary reaches majority.

**Par. 30** Loans and liens against the certificates of insured membership must be deducted in all settlements.

**Par. 31(a)** Any adult member may at any time designate all or any part of the member's benefit for funeral expenses; however, such designation shall not exceed the maximum permitted by the laws of the state wherein the member resides. In such cases, the claim for the benefit must be accompanied by the funeral bills. Where a member designates a part of the benefit to an individual and a part for the payment of funeral expenses, the GCU shall first deduct the existing liens against the member's certificate in accordance with Paragraph 30; second, pay the amount designated or permitted by law for funeral expenses; and third, pay the residue to the designated beneficiaries.

**Par. 31(b)** Any insured member designating all or any part of the member's benefit for funeral expenses, does expressly authorize and direct the GCU to pay the amount of the benefit so designated to the Funeral Director. This provision is applicable only in states where such a designation and payment does not conflict with state law.

**Par. 32** If a specified amount is not designated for funeral expenses by a member, the GCU shall be bound to pay only the amount prescribed to be paid for burial expenses by the laws of the state in which the certificate is delivered.

**Par. 33** When an adult insured member in the designation of beneficiary states that the death benefit is payable "to wife and children" or "husband and children" or where the member writes the name of the wife or husband, and the names of the children, without stating definite amount payable to any one, then the death benefit shall be paid as follows: one-half to the wife or husband of the deceased, one-half to the then surviving children of the deceased in equal parts, unless prohibited by law. If after making designation, more children are born, such heirs-beneficiaries shall share equally in the death benefit, unless the member by subsequent designation, designated the death benefit to certain children.

#### G. DISABILITY BENEFITS

**Par. 34** Effective January 1, 1989, non-contractual benefits will be discontinued for all new policies issued after that date. However, new certificates issued because of a conversion from another life plan, issued prior to January 1, 1989, will remain eligible.

**Par.35** All non-contractual fraternal disability benefits herein provided shall be paid to the members only during their lifetime and shall not be paid to or vest in any heir, next of kin or beneficiary of deceased members.

**Par. 36** Applications for non-contractual fraternal disability benefits shall be furnished by the GCU upon request.

**Par. 37** Members who have not reached majority shall not be entitled to non-contractual fraternal disability benefit if the state in which they are domiciled prohibits the payment of such benefit.

**Par. 38** Every insurance member prior to January 1, 1989 excepting those members holding term certificates and/or annuity certificates where applicable shall be paid the following non-contractual fraternal disability benefits:

- (a) For the loss by amputation of one leg or one arm, the sum of \$500.00.
- (b) For the total, permanent and irrecoverable sight of one eye, the sum of \$200.00.
- (c) For the removal of the eye-ball of one eye, the sum of \$250.00.
- (d) For the loss of one finger, or one toe, \$75.00. The loss of a whole phalanx shall be considered the loss of finger or toe.
- (e) For the loss of thumb, \$125.00; the loss of four or more fingers of one hand by amputation shall be considered to be the loss of an arm, and the loss of a leg by amputation at the ankle or above shall be considered as loss of leg.
- (f) For the practical and physical loss of an arm or leg, or both, resulting from poliomyelitis, the sum of \$500.00.
- (g) Deterioration, loss of a kidney, use of dialysis machine because of kidney deterioration, the sum of \$500.00.

Juvenile insurance members holding term certificates shall receive only one third (1/3) of the fraternal disability benefits provided above.

#### H. EXPULSION FROM MEMBERSHIP AND LOSS OF RIGHTS

**Par.39** Any insurance member defaulting in the payment of premiums for a period of ninety (90) days shall be notified in writing and placed on Extended or Automatic Insurance, if applicable, or as may be required by state law and as provided in the membership certificate. Any member may, however, elect in writing any non-forfeiture option provided by these Bylaws and in the membership certificate. If a member does not have a reserve on the membership certificate, then such member shall be notified of membership suspension and must reinstate the certificate to good standing within thirty (30) days from the date of notice.

**Par. 40** Where appropriate a member may be divested of the right of membership in the GCU for the reasons hereinafter stated and as such divested member shall lose all rights and benefits given to members under these Bylaws except the member's death benefit rights. Nothing in this paragraph shall be construed as relieving such divested member from making the regular premium payments under these Bylaws. The reasons for divestment of rights include the following:

- (a) The commission of a felonious offense against the laws of any state or the United States, provided such a crime is established by a decision of a court of law.
- (b) Membership in or professing belief in the tenets of any organization advocating the overthrow of organized government by force or violence.
- (c) The joining of a secret organization prohibited by the Catholic Church.
- (d) Publishing any libelous articles against the Catholic Church, Ecclesiastical Authorities, the GCU, its officers, or any member, or agitating against the GCU.
- (e) Embezzlement or willful misappropriation of funds belonging to the GCU, a Subordinate Lodge, Subordinate Regional Lodge or a District.
- (f) For instituting a law suit against the GCU before all remedies within the GCU have been exhausted, except in the case of a claim for death or disability benefit.

#### **Title IV SUBORDINATE LODGES**

**Par. 41** Persons desiring to create a Subordinate Lodge of the GCU, may submit their intentions to do so to the GCU subject to the acceptance and approval by the GCU Board of Directors.

**Par. 42** All Subordinate Lodges must conduct their business in accordance with the Bylaws of the GCU, as well as the Rules and Regulations for Lodges as promulgated by the GCU Board of Directors. Each Subordinate Lodge shall have the right to elect its own lodge officers, conduct its own business and to establish its own treasury. All Subordinate Lodges of the GCU shall hold regular meetings at least quarterly, record the minutes with signatures of those in attendance and submit a true and correct copy to the GCU.

- (a) Subordinate Lodges may adopt additional Rules and Regulations for the proper conduct of the affairs of the lodge, provided such Rules and Regulations do not conflict with the Bylaws of the GCU, the Rules and Regulations for Lodges, and are approved in advance by the GCU Board of Directors.
- (b) A Subordinate Lodge may only maintain checking and savings accounts in a GCU Lodge Number Account, and for the specific purpose of conducting the business of the lodge.
- (c) Ownership of any additional property, whether real or personal, must be approved in advance by the Board of Directors.

**Par. 43** A Subordinate Lodge must immediately notify the GCU in writing if any legal action is instituted against it or the GCU and service of process is made upon such Subordinate Lodge, or if notice and legal papers are served upon the officers of such Subordinate Lodge. If a verdict shall be rendered against the GCU and a loss results because the GCU was not informed in time to defend and properly answer such action, the Subordinate Lodge officers who neglected to forward such notice as herein specified, to the GCU, shall be financially responsible for any loss or damage sustained by the GCU or the Subordinate Lodge.

**Par. 44** In the event of a merger of Subordinate Lodges, all property, funds and assets shall be dispersed in accordance with the Mission Statement of the GCU. Any remaining funds will be dispersed to the GCU Foundation.

#### **Title V SUBORDINATE REGIONAL LODGE**

**Par. 45** The GCU Board of Directors shall have the authority to combine Subordinate Lodges into a Subordinate Regional Lodge. All Subordinate Regional Lodges shall comply with the Subordinate Lodge requirements set forth in Par. 41-44. All such Subordinate Regional Lodges shall be subject to the "Rules and Regulations of GCU Lodges & Districts."

**Title VI**  
**AUTHORITIES OF THE GCU**

**Par. 46** The GCU shall consist of the following authorities:

- (a) The Board of Directors.
- (b) The Executive Finance Board.
- (c) The Supreme Tribunal.

**Title VII**  
**BOARD OF DIRECTORS**

**Par. 47** The Board of Directors is the highest executive body of the GCU. The Board shall manage, govern, administer and otherwise do anything necessary in and for the proper conduct of the business and objectives of the GCU which are not inconsistent with the Bylaws herein. In the event of an acquisition of a Fraternal Benefit Society, the GCU Board of Directors shall have the authority to appoint non-voting Board of Directors.

Unless otherwise changed by a majority vote of the GCU Board of Directors, the titles of the chief executive and administrative officers of the GCU will be the President/Chief Executive Officer and the Executive Vice-President / Chief Operating Officer. The Board has the authority to hire the President/Chief Executive Officer, Executive Vice President/Chief Operating Officer, General Counsel and such other Executive Management positions it deems necessary for the successful operation of the GCU and to establish appropriate compensation and benefits for such positions.

**Par. 48** The following officers shall act as members of the Board:

- (1) National Spiritual Advisor.
- (2) Ten (10) National Directors to be elected at large.

**Par. 49** The GCU Board of Directors shall meet no later than the 10<sup>th</sup> day of October in the same year of the election of GCU National Directors for the purpose of reorganization in the city of the Home Office of the GCU. Thereafter the Board shall meet at least quarterly to conduct business.

The Chairperson of the Board, who is elected from among the members of the Board by the Board, shall designate the date, time and place of all other meetings, and shall notify each member in writing, or e-mail, at least thirty days prior thereof. If deemed necessary, the Chairperson may call a meeting by e-mail or telephone, and the thirty-day notice herein provided may be waived in writing or by participation in the meeting. Upon approval of a majority of the Board, and if deemed necessary, meetings may be conducted by a conference call.

**Par. 50** A majority of the Board holding office, shall constitute a quorum.

**Par. 51** In addition, but not by limitation to the powers given the Board of Directors of the GCU in Paragraph 47 above, the Board may appoint and fix the compensation of all managerial positions.

**Par. 52** The GCU Board of Directors shall have the authority to fill a vacancy of all elected officials of the GCU for the unexpired term. The process for filling a vacancy must begin within 15 days of the vacancy. In filling any vacancy, resumes will be accepted from any member who meets the qualifications of Paragraph 89. Any such member interested in applying for the vacancy must submit a resume to the GCU Board of Directors within 30 days after notification of vacancy. The vacancy must be filled by or at the next quarterly meeting following the 30 day application period. This procedure would apply to filling vacancies of all offices in Paragraph 88.

**Par. 53** The GCU Board of Directors shall have the further power to change or alter any plan or class of membership.

**Par. 54** The GCU Board of Directors shall have full power and authority to establish a Home Office Lodge for members residing in the United States, or elsewhere whose local lodge has been dissolved, or who reside out of the jurisdiction of their local lodge, or who for any good reason choose to be assigned or transferred as members at large. The Home Office Lodge shall be domiciled in the GCU's Home Office. The GCU Board of Directors shall prescribe the Rules and Regulations for the Home Office Lodge in accordance with the GCU's Bylaws. (See Paragraph 18.)

**Par. 55** The GCU Board of Directors shall have only such judicial powers as are expressly given to it by these Bylaws.

**Par. 56** Charges for serious violation of the Bylaws must be filed before the GCU Board of Directors by any Board member thereof against any other member of the Board. The charges must be made under oath, in triplicate, setting



forth charges in full and giving the paragraphs of the Bylaws violated and must be sent by U.S. certified mail, express mail or by a commercial carrier to the President/CEO and one copy to the accused. Charges must be heard within thirty (30) days after they have been filed with the GCU Board and received by the accused.

A two-thirds vote of all Board members present and voting at the hearing, provided a quorum is present, is necessary to find the Board member guilty. The accused must abstain from voting and is not included when calculating the vote totals. If found guilty, the Board may suspend, remove from office or render any judgment it may deem advisable against such member, except the Board shall not have the right to take away the insurance benefits of a member.

Either party may appeal to the Supreme Tribunal from the verdict rendered by the Board as prescribed by the Bylaws herein. In the event an appeal is not filed with the Supreme Tribunal, an accused member found to be in violation of the Bylaws shall be barred and estopped from filing any suit or claim in any court of law, either state or federal.

**Par. 57** The GCU Board of Directors may amend these Bylaws where there is a contradiction or ambiguity, or to make them conform to statutes of the various states or Insurance Departmental rulings.

**Par. 58** The GCU Board of Directors has the power to enact a Bylaw concerning the conduct of the business of the GCU during an acute emergency resulting from enemy attack, nuclear disaster, natural disasters or for any other compelling reason.

**Par. 59** The GCU Board of Directors shall adopt at its discretion, appropriate pension annuity or retirement plans or other honorariums for retired officers and employees of the GCU.

**Par. 60** The GCU Board of Directors shall have the authority by a 2/3 vote of the GCU Board of Directors of those present and voting, providing a quorum is present, to conduct a binding referendum among the benefit members of the Society for a specific matter or matters, and will provide a ballot to every eligible benefit member 18 years old or older. The decision will be made by a majority of votes cast.

**Par. 61** The GCU Board of Directors may establish subsidiaries as permitted by law.

**Par. 62** The GCU Board of Directors shall designate all depositories for the GCU.

**Par. 63** All Official Publications of the GCU shall be determined and caused to be published by the GCU Board of Directors.

## **Title VIII**

### **THE EXECUTIVE FINANCE BOARD**

**Par. 64** The Executive Finance Board shall be comprised of the following officers of the GCU:

- A. Chairperson of the GCU Board of Directors
- B. Four (4) members of the GCU Board of Directors elected by the Board.
- C. President/Chief Executive Officer - non-voting.
- D. Executive Vice-President/Chief Operating Officer - non-voting.
- E. General Counsel - non-voting.

**Par. 65** The Executive Finance Board will examine the investments of the GCU, sell, buy or exchange such investments, if advisable, grant mortgage loans, designate appraisers, pass on mortgage loan applications, fix interest rates, provide for repayments, institute foreclosure proceedings, where necessary, lease, sell, transfer, assign and/or convey by deed or other instrument any and all real estate owned by the GCU, except non-investment property, satisfy judgments, liens and other encumbrances, manage real estate holdings of the GCU and to make other investments permitted under the laws of the Commonwealth of Pennsylvania.

**Par. 66** The Executive Finance Board shall be obligated to deposit all funds to the credit of the GCU and in the name of the GCU, and shall keep insured all real estate acquired, controlled or owned by the GCU.

**Par. 67** A majority of the voting members of the Executive Finance Board shall constitute a quorum.

## **Title IX**

### **THE SUPREME TRIBUNAL**

**Par. 68** The Supreme Tribunal is the judicial authority of the GCU, separate and distinct from the Executive Branch of the GCU and not under its jurisdiction or control. Except in cases of misappropriation of funds, other criminal

conduct or abandonment of the religion prescribed by these Bylaws, the Chairperson and members of the Tribunal shall not be subject to suspension or removal.

**Par. 69** The Supreme Tribunal shall consist of seven (7) members. The individual receiving the most votes will serve as Chairperson. The Supreme Tribunal shall elect one of its members as secretary.

**Par. 70** The Supreme Tribunal shall render a judgment in all matters before it by the concurrence of four (4) of its members. The Chairperson and each of the members shall have a vote. If a judgment, verdict or finding is not made because of failure of concurrence of four (4) voting members, the complaint or appeal shall fail.

**Par. 71** The Secretary of the Tribunal shall keep a written record of the proceedings.

**Par. 72** Testimony at all hearings must be taken by a court recorder and reduced to writing. The cost of the official transcript shall be paid for by the person desiring the same.

**Par. 73** All complaints or appeals must contain a full, complete and concise statement of fact of the matters complained of, referring to the Bylaw alleged to have been violated and must be verified by affidavit. Such complaints or appeals must be submitted in quintuplicate, addressed to the Supreme Tribunal of the GCU and sent by U.S. certified mail, express mail or by a commercial carrier to its Chairperson. The Chairperson of the Tribunal shall forthwith send one copy to the Secretary of the Tribunal who shall record the same, a copy to the accused against whom the complaint is a copy to the President/CEO and to the GCU Legal Counsel.

**Par. 74** Parties properly before the Supreme Tribunal may be represented at all hearings by legal counsel at their own expense.

**Par. 75** All parties and witnesses shall testify under oath at all hearings before the Tribunal.

**Par. 76** Continuances may be granted by the Chairperson of the Tribunal for good cause only and provided such continuance is requested at least ten (10) days before the convening of the Tribunal.

**Par. 77** All cases shall be decided within a reasonable time by the Tribunal after all the evidence has been submitted. The decision shall be recorded by the Secretary and copies sent by U.S. certified mail, express mail or by a commercial carrier to the President/CEO, General Counsel and all respective parties.

**Par. 78** Neither the complainant, appellee, appellant, the accused, nor their witnesses are entitled to expenses from the treasury of the GCU. All parties and their witnesses must defray their own expenses.

**Par. 79** The Supreme Tribunal has jurisdiction in the following cases:

- (a) Written complaints filed by an officer or a member against any officers or members of the GCU
- (b) Complaints filed by local lodges against any officer or member of the GCU or against any Subordinate Lodge or Subordinate Regional Lodge thereof.
- (c) All appeals filed from decisions of the GCU Board of Directors. Appeals filed under this section (c) must be filed within 30 days from the date a written decision is issued.

**Par. 80** The Supreme Tribunal may impose the following sentences:

- (a) Suspend or remove from office the guilty person.
- (b) Deprive a guilty person from the right of holding a National, Subordinate Lodge or Subordinate Regional Lodge office. In cases where a member ceases to be a Christian, it may divest them from membership privileges except the member's death benefit rights.

**Par. 81** If an officer is suspended from office by the GCU Board of Directors, the officer may appeal to the Supreme Tribunal within thirty (30) days from the date of receipt of notice of suspension by the GCU Board of Directors.

**Par. 82** If such suspended officer appeals as above set forth, the Chairperson of the Supreme Tribunal must call a session to sit not later than thirty (30) days after receipt of the appeal.

**Par. 83** If the Supreme Tribunal finds the suspended officer not guilty, its decision shall be final and the suspended officer shall resume the duties of the office as if the officer was not suspended in the first instance. A two-thirds vote of those attending and voting is required to find guilt.

**Par. 84** If the Supreme Tribunal finds the suspended officer guilty, its decision shall be in effect immediately.

**Par. 85** All vacancies shall be filled by the remaining members of the Supreme Tribunal by election. The manner of election shall be determined by the GCU Board of Directors in accordance with procedures set forth in Paragraph 52.

**Par. 86** If a vacancy shall occur in the office of Chairperson, the Supreme Tribunal shall elect any one of its members to the vacated office.

**Title X**

**SPIRITUAL PROTECTORS**

**Par. 87** The GCU shall have Spiritual Protectors. The Spiritual Protectors of the GCU shall be the Ordinaries of the Eparchies comprising the Byzantine Ruthenian Metropolitan Church of Pittsburgh, Pennsylvania. They shall be the highest authority in the GCU of ecclesiastical matters.

**Title XI**

**OFFICERS OF THE GCU**

**Par 88** The GCU shall have the following elected officers:

- (A) National Spiritual Advisor.
- (B) National Directors (ten (10) members). See Paragraph 47.
- (C) Supreme Tribunal (seven (7) members). See Paragraph 68.

**Par. 89** Every elected National Officer of the GCU, must meet all of the following qualifications:

- (A) A citizen of the United States of America.
- (B) A member of the GCU for a minimum of five (5) years as of January 1 of the election year.
- (C) A person of Slav origin who is a member of a Byzantine Catholic Church under the jurisdiction of the Metropolitan Ruthenian Church of Pittsburgh.
- (D) Of good moral character, reputation and good American spirit.

**Par. 90** All salaried officers on a full-time basis, cannot be engaged in any other business or profession during office hours.

**Par. 91** The term of office of all elected officers of the GCU shall be for four (4) years beginning October 1<sup>st</sup> of the election year, and expiring on September 30<sup>th</sup>.

**Par. 92** All officers shall continue their term of office during good behavior, conduct, and faithful performance. In the event an officer becomes incapacitated, by illness or otherwise, and is unable to perform the duties of office for a period longer than one year, such officer shall be placed on a leave of absence, being paid one-half salary until such time as the officer is able to resume the duties of office for the duration of the term of office. The GCU Board of Directors may appoint a substitute officer pro tem so as to best serve the interest of the GCU or as otherwise provided in these Bylaws. Every officer shall, at the conclusion of the term of office, turn over to a successor all records, monies, instruments, documents, or other papers appertaining to the respective office.

**Par. 93** Only one member of a family, to the second degree of consanguinity, can be elected, appointed or hired to any of those offices in Paragraph 115 or to any Executive Management Positions, namely: Spiritual Protectors, the National Spiritual Advisor, the GCU Board of Directors, the Supreme Tribunal, President/Chief Executive Officer, Executive Vice President/ Chief Operations Officer, General Counsel, any other Executive Management position held and or deemed necessary by the GCU Board of Directors.

For purpose of this paragraph family to the second degree of consanguinity shall be defined as: father or mother (and spouse), son or daughter (and spouse), grandparents (and spouse), grandchildren (and spouse), uncle or aunt (and spouse), first cousin (and spouse), nephew or niece (and spouse) and brother or sister (and spouse).

No member shall hold more than one Office at the same time.

No employee of the GCU, or a member of the employee’s immediate family, defined as spouse, children (and spouse), shall be eligible to be a candidate for elected office, unless the employee first terminates employment with the GCU.

**Par. 94** The salaries at an annual rate of the elected National Officers of the GCU shall be as follows:

TITLE	SALARY (Annual Rate)
National Spiritual Advisor.....	\$26,000.00
National Directors (10) (Each) .....	\$25,000.00
Chairperson of the Supreme Tribunal .....	\$1,500.00
Members of the Supreme Tribunal (6) (Each).....	\$850.00

**Par. 95** The President/CEO and the Executive Vice-President/COO shall be bonded in favor of the GCU in an amount to be determined by the GCU Board of Directors and Governmental Insurance Departments.

**Par. 96** Every officer, member of the GCU Board of Directors, member of the Supreme Tribunal, individual, or member of any committee shall receive the following in addition to their salaries as provided for herein, if authorized to travel and conduct the business of the GCU:

- (a) Traveling expenses, lodging costs, provided a receipted bill is presented, and \$75.00 per day for meals.
- (b) For authorized transportation, a charge as allowed by the I.R.S. Rules shall be permitted between the city of residence and the city of destination as designated by the Rand McNally or other recognized mileage chart; however, no transportation charge shall exceed air fare between the city of residence and the city of destination.

**Par. 97** All officers of the GCU who are required to be bonded shall do so within thirty (30) days after assuming office. The premium on said bond shall be paid by the GCU. The surety on the bond shall be a responsible company. Cancellation of any bonds or the failure to obtain a bond shall be brought to the immediate attention of the Chairman of the Board for appropriate review.

**Par. 98** The National Spiritual Advisor shall be the highest authority on religious matters in the GCU, subject only to the jurisdiction of the Spiritual Protectors. The Spiritual Advisor shall:

- (a) Write and have published a religious or other article in each issue of the official publication.
- (b) Administer the oath of office to all national officers of the GCU.
- (c) Say or cause to be said each and every month a Liturgy for the living and deceased members of our GCU.

## **Title XII**

### **LIABILITY AND INDEMNIFICATION OF ELECTED AND APPOINTED OFFICERS AND EXECUTIVE MANAGEMENT EMPLOYEES**

#### **A. PERSONAL LIABILITY**

**Par. 99** To the fullest extent that the laws of the Commonwealth of Pennsylvania, as now in effect, or as hereafter amended, permit elimination or limitation of the liability of Elected and Appointed Officers, Executive Management Employees and General Counsel, they shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action with respect to GCU business.

**Par. 100** Any amendment or repeal of this Bylaw which has the effect of increasing any individual's liability shall operate prospectively only, and shall not affect any action taken, or any failure to act, prior to its adoption.

#### **B. INDEMNIFICATION**

**Par. 101** Except as prohibited by law, expenses incurred by an Elected or Appointed Officer, Executive Management Employee or General Counsel, in defending a civil or criminal action, suit or proceeding shall be paid by the GCU in advance of final disposition of such action, suit or proceeding upon receipt by the GCU of an obligation or undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the GCU.

**Par. 102** The right to indemnification and advancement of expense as provided herein, shall continue as to a person who has ceased to be an Elected or Appointed Officer, Executive Management Employee or General Counsel and shall inure to the benefit of the heirs, executors and administrators of such person.

**Par. 103** The right of indemnification provided for herein may not be amended, modified or repealed so as to limit in any way the indemnification provided for herein with respect to any acts or omissions occurring prior to the effective date of any such amendment, modification or repeal.

## **Title XIII**

### **TREASURY AND FUNDS**

**Par. 104** The Treasury of the GCU shall be composed of all monies paid by the members according to the various Tables of Rates heretofore or hereafter adopted by the GCU Board of Directors, receipts in excess of interest and dividend earnings on investment of monies held wherein benefits are unclaimed or unpaid, contributions received for fraternal or other activities, accretions and all other monies permitted by the laws of the Commonwealth of Pennsylvania and as provided by the Board of Directors of the GCU.

**Par. 105** The GCU shall pay from the Treasury of the GCU, all benefits contracted for as evidenced by the Certificate of Membership, dividends, investment expenses, non-contractual benefits, disability and other fraternal activity expenses and the administrative costs.

**Par. 106** There shall be maintained in the Treasury of the GCU the necessary and required statutory reserves on all benefits, certificates, contingency reserves, and accrued surplus or unassigned funds and all accretions to each thereof and there shall also be maintained within the Treasury a contingency reserve in such amount as, from time to time, shall be considered necessary or advisable by the GCU Board of Directors, provided in no event shall the aggregate amount of such contingency reserve be less than the amount recommended by the Actuary of the GCU, of the aggregate amount of the statutory reserve, and provided further, that nothing herein contained shall be construed as preventing the GCU Board of Directors, at its discretion, from maintaining a contingency reserve in excess of the amount specified herein, nor from establishing and maintaining special reserves to provide for possible investment losses, reduced interest earnings, or excessive mortality.

**Par. 107** There shall be a St. Nicholas Fund comprised of unpaid benefits and other monies pending disbursement as legally provided to minors. All benefits and other monies awaiting distribution to minors shall be deposited in the St. Nicholas Fund.

**Par. 108** There shall be a Pension Fund or Funds in accordance with the Rules and Regulations of such fund or funds.

**Par. 109** The Treasury of the GCU, being established herein shall not deprive the Board of Directors of the GCU the right to establish such incidental funds as may be necessary and proper in the furtherance of its aims and purposes as a fraternal benefit society.

**Par. 110** There shall be an Audit Committee appointed by the Chairperson of the Board consisting of a chairperson and (4) four additional Board members. The Audit Committee shall provide oversight of GCU financial reporting pursuant to the Audit Committee's policy and procedures adopted by the GCU Board of Directors.

**Par. 111** A Certified Public Accountant approved by the GCU Board of Directors shall audit the financial records and reports and reflect the financial condition of the GCU each and every year, and report the operations, financial position and changes in capital and surplus of each year in conformity with statutory accounting practices. The completed CPA audit report will be given to the Chairperson of the Board and the Chairperson and members of the Audit Committee for review and presentation to the GCU Board of Directors.

#### **Title XIV**

#### **GENERAL PROVISIONS**

**Par. 112** The Patron Saint of the GCU is Saint Nicholas, Archbishop of Myra.

**Par. 113** The official language of the GCU is the English language.

**Par. 114** The semi-official language of the GCU shall be the Rusin language.

**Par. 115** The motto of the Sokol is "A sound mind in a sound body." (mens sana in corpore sano.)

**Par. 116** The greeting of Sokols is "Zdravstvuj" ("Be of good health").

**Par. 117** All amendments, modifications, corrections and extensions of the Bylaws and rules of management shall bind the member and the member's beneficiaries and shall govern and control the agreement with the member and the GCU in all respects.

**Par. 118** The GCU may own or acquire real or other property to further the objectives of the GCU enumerated in Paragraph 6 of these Bylaws.

**Par. 119** All Subordinate Lodge, Subordinate Regional Lodge and District officers are representatives of their respective Lodges and Districts only and have no authority to bind the GCU without prior written authorization of the GCU Board of Directors.

**Par. 120** All Subordinate Lodges, Subordinate Regional Lodges and Districts of the GCU shall conduct their athletic, cultural and other activities without risk or responsibility to the GCU, which must be in conformity with the provisions, tenor, and spirit of these Bylaws.

**Par. 121** All elected Officers of the GCU, GCU Board of Directors, Supreme Tribunal members, Subordinate Lodge, Subordinate Regional Lodge and District officers shall take the following oath of office:

I (name), swear by one God in the Holy Trinity, by the Most Pure Virgin Mary, by the Patron Saint (name) of my Lodge, by Saint Nicholas, and by all the Saints of our Church, that I, as an officer (as a lodge officer), shall conscientiously perform all the duties prescribed by the Bylaws of the GCU, and should I violate this oath, I, ipso facto, renounce all my fraternal rights in the Lodge and in the GCU. So help me God Amen.

**Par. 122** All newly admitted members shall take the following oath:

I (name), swear by one God in the Holy Trinity, by the Most Pure Virgin Mary, by the Patron Saint (name) of my Lodge, by Saint Nicholas and by all the Saints of our Church, that I, as a member of the GCU, will faithfully perform all the duties prescribed by the Bylaws of the GCU, and should I violate this oath, I, ipso facto, renounce all my fraternal rights in the Lodge and in the GCU. So help me God Amen.

**Par. 123** Titles given herein are for convenience only and are not to be considered in the construction of or interpretation of the paragraphs contained thereunder.

**Par. 124** All meetings shall be conducted in accordance with Robert's Rules of Order. However, the GCU Board of Directors and the Executive Finance Board may supplement, adopt, amend, alter, or waive any rules it may deem advisable in their own proceedings.

**Par. 125** The GCU Board of Directors in consultation with the General Counsel can:

- (a) Delete any Bylaw language that has become obsolete as a result of either the passage of time, an amendment to the Bylaws, or the preemption of State or Federal Law;
- (b) Prior to reprinting the Bylaws make such changes to the numbers, titles and arrangement of articles and sections as may be necessary to maintain the logical and consistent ordering of the Bylaws; and
- (c) Correct typographical or grammatical errors appearing in the Bylaws.

No such deletion of obsolete language, or rearrangement and correction of typographical errors may be made which affects the substance or meaning of the Bylaws or any part thereof or amendment thereto.

## **Title XV**

### **TERMS DEFINED**

**Par. 126** Whenever the word "GCU" is used in these Bylaws, it shall mean the Greek Catholic Union of the U.S.A.

**Par. 127** Whenever the word "Catholic" or "Greek Catholic" or "Catholic of the Eastern Rite" or "Catholic of the Byzantine-Slavonic Rite" is used herein it shall mean a person who is under the jurisdiction of the Holy See at Rome.

**Par. 128** Wherever the words "Greek Catholic Church" appear in these Bylaws, they shall mean the Greek Catholic Church under the jurisdiction of the Holy See at Rome in accordance with the "Unio Uzhorodensis".

**Par. 129** Wherever the word "Rusin" is used in these Bylaws, it shall mean the language and nationality of our people who are Greek Catholics, who came from the northeastern portion of pre-war Hungary, then known as Uhro-Rusinia, now Slovakia. They are commonly known as Rusin, Rusnaks, Uhro-Rusina, Sub-Carpatho Rusins, Carpatho Rusins, Ruthenians, and their descendants.

**Par. 130** Whenever the singular is used, the same shall include the plural and whenever a gender is referred to such use shall apply to male and/or female as deemed appropriate.

**Par. 131** Wherever the words "member" or "delegate" are used, the same shall include both masculine and feminine.

**Par. 132** Whenever the word "Sokol" is used, the same shall mean a member of the GCU who has a special interest in the physical cultural or athletic activities.

**Par. 133** Wherever the word "age" appears in these Bylaws, the same shall mean "insurance rating age".

**Par. 134** An uninsured member shall mean an Associate Member whose rights and privileges are limited as recited in Paragraph 7 above.

## **Title XVI**

### **EFFECTIVE DATE OF BYLAWS**

**Par. 135** The foregoing Bylaws were adopted by a meeting of the GCU Board of Directors on March 18, 2018. These Bylaws shall be effective upon the approval of the Pennsylvania Insurance Department.

-s- **Gregory N. Vladika**  
Chairman of the Board

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