

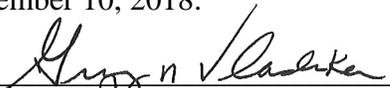


**GCU**

**BYLAWS**

*Revised: November 10, 2018  
Approved by the Commonwealth of  
Pennsylvania Insurance Department:  
January 31, 2019*

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 on November 10, 2018. The effective date of the Bylaws shall be November 10, 2018.

  
Gregory N. Vladika, Chairperson of the Board

November 10, 2018  
Date

Subscribed and sworn before me

this 10<sup>th</sup> day of November, 2018

  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Pamela Jo Dietrich, Notary Public  
Beaver County  
My commission expires December 12, 2020  
Commission number 1215585  
Member, Pennsylvania Association of Notaries

# BYLAWS of the GCU

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

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

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

**Par. 3** The emblem of 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 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.S.A.," which are the first initials of the GCU in the Rusin language.

**Par. 5** The Mission Statement of 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) To unite and educate Christian individuals and to foster and promote their interest or awareness of the Byzantine Catholic Church and our Rusyn/Slavic heritage.
- (d) To organize Subordinate Lodges/Regional Lodges as a means of admitting members into the GCU.
- (e) To provide various insurance and annuity plans and establish subsidiaries as permitted by regulatory agencies.
- (f) 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.
- (g) To raise and maintain funds deemed advisable as serving the best interest of the GCU.
- (h) To obtain and maintain real and personal property.
- (i) To do anything incidental to or necessary in the accomplishment of the mission and objectives of the GCU.

## Title III TERMS DEFINED

**Par. 7** Whenever the word "GCU" is used in these Bylaws, it shall mean the Greek Catholic Union of the U.S.A.

**Par. 8** Whenever the word "Board" or "Director(s)" is used in these Bylaws, it shall mean GCU Board of Directors.

**Par. 9** 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. 10** 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. 11** 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. 12** Whenever the singular is used, the same shall include the plural. Whenever a gender is referred to such use shall apply to male and/or female as deemed appropriate.

**Par. 13** 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.

**Title IV**  
**MEMBERSHIP**

**A. IN GENERAL**

**Par. 14** Members in the GCU shall be divided into two (2) classes, namely, Benefit Members and Associate Members who are defined as:

(a) A Benefit Member is the primary insured named on an insurance or annuity contract. Benefit Members are classified as either adult or juvenile. Only adult benefit members 18 years of age or older shall have a voice or vote in the governance of the GCU.

(b) An Associate Members is a member having 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 Directors of the GCU. An Associate Member will be assessed an annual fee as prescribed by the Directors. An Associate Member is not included in the lodge number of voting members. An Associate Member may participate in the fraternal activities of the GCU.

**Par. 15** All applications for benefit and associate 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. 16** All applications for life insurance containing a questionable medical history and/or medical risk, shall be approved only after consultation with the appropriate source to determine insurability.

**Par. 17** No one shall be considered a member in good standing until the application is approved by the GCU, the first installment of premium is paid and the applicant is entered into the membership records of the GCU.

**Par. 18** Membership may be acquired and maintained only by persons having the qualifications as stated in these Bylaws.

**B. MEMBERSHIP QUALIFICATIONS**

**Par. 19** Every applicant for 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 or an 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. MEMBERSHIP CONTRACT**

**Par. 20** The contract between GCU and the member shall consist of: (1) the contract; (2) each rider amendment or endorsement attached by GCU to the contract; (3) the Articles of Incorporation and Bylaws of GCU; and (4) copy of the application, signed by the applicant. All statements made by the applicant in the application are considered representations and not warranties. The Articles of Incorporation and Bylaws of GCU shall govern and control the contract at all times. Each duly enacted change, in such documents, which takes effect after the Date of Issue of the contract shall be binding and shall thereafter govern and control the contract in all respects: except that, no such change, addition or amendment shall diminish benefits GCU contracted to give the Owner as of the Date of Issue of the contract.

**D. OBLIGATIONS OF MEMBERSHIP**

**Par. 21** 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 Directors as they then exist, or as they may be subsequently altered and/or amended by the GCU. 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 Directors.

**Par. 22** The GCU expects all of its members to lead an honest, moral and Christian life.

**Par. 23** 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 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.

#### E. RIGHTS AND BENEFITS GRANTED MEMBERSHIP

**Par. 24** 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 Directors. Every member shall receive a certificate which will designate membership class and any other provisions required by state law.

**Par. 25** Members of the GCU may transfer their membership from one Subordinate Lodge/Subordinate Regional Lodge to another. The Home Office will only transfer a member of the GCU from one Subordinate Lodge/Subordinate Regional 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. 26** Benefit members shall receive a copy of the official publications of the GCU.

#### F. BENEFICIARIES OF MEMBERSHIP

**Par. 27** Any person, trust, charity, or estate may be named as beneficiary by the applicant. In addition, funeral expenses as allowed by the respective state may also be designated as a beneficiary.

**Par. 28** Any adult 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 pays the required premiums and provided further that all provisions of the Bylaws of the GCU are complied with.

**Par. 29** Ownership and control of all certificates issued to juvenile members shall remain with the adult member until such time as the juvenile has reached majority, under law, and the adult member notifies the GCU in writing, via an assignment form, that ownership would be transferred to the insured.

**Par. 30** If for any reason a member has not designated a beneficiary, or if designated, all named beneficiaries, both primary and contingent, predecease the benefit member, 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. 31** 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.

#### H. DEATH BENEFITS

**Par. 32** When a benefit 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. 33** 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. 34** If the death of a benefit 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. 35** If the age of a benefit 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. 36** 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 Directors until such time as a guardian is appointed or until the minor beneficiary reaches majority.

**Par. 37** Loans and liens against the certificates of a benefit member must be deducted in all settlements.

**Par. 38** Any adult benefit 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; second, pay the amount designated or permitted by law for funeral expenses; and third, pay the residue to the designated beneficiaries.

**Par. 39** Any benefit 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. 40** If a specified amount is not designated for funeral expenses by a benefit 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. 41** When an adult benefit 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. EXPULSION FROM MEMBERSHIP AND LOSS OF RIGHTS

**Par. 42** Any benefit member defaulting in the payment of insurance 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 benefit 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. 43** 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 conviction of a felony offense against the laws of any state or the United States of America.
- (b) Membership in or professing belief in the tenets of any organization advocating the overthrow of organized government by force or violence.
- (c) Embezzlement or willful misappropriation of funds belonging to the GCU, a Subordinate Lodge, Subordinate Regional Lodge or a District.
- (d) 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 V SUBORDINATE LODGE/SUBORDINATE REGIONAL LODGE**

**Par. 44** 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 Directors.

**Par. 45** The Directors shall have the authority to combine Subordinate Lodges into a Subordinate Regional Lodge. All Subordinate Lodges and Subordinate Regional Lodges shall be subject to the "Rules and Regulations of GCU Lodges & Districts," as established by the Directors.

**Title VI**  
**BOARD OF DIRECTORS**

**Par. 46** The Board of Directors is the supreme governing body of the GCU. The Board shall govern, administer, hire Executive Officers 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. The Directors shall establish the following standing committees necessary to fulfill its responsibilities herein:

- a. Audit Committee.
- b. Executive Finance Committee.
- c. Fraternal Committee.
- d. Governance Committee.
- e. Human Resources & Compensations Committee.
- f. Nominating Committee.
- g. Risk Committee.
- h. Strategic Vision Committee.
- i. Such other committees as deemed necessary.

The Chairperson of the Board will appoint the members of each committee.

**Par. 47** The Board shall consist of the following elected Directors:

- (a) Ten (10) Directors.
- (b) Spiritual Advisor.

The 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 the official publication.
- (b) Administer the oath of office to all Directors of the GCU.
- (c) Say or cause to be said each and every month a Liturgy for the living and deceased members of the GCU.

**Par. 48** At any given time, the Board shall consist of no less than 7 and no more than 11 elected Directors.

**Par. 49** The Directors shall meet no later than the 10<sup>th</sup> day of October in the same year of the election of 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, shall designate the date, time and place of all quarterly meetings, and shall notify each member in writing, or e-mail, at least thirty days prior thereof. The Chairperson may call a special meeting by e-mail or telephone, and the thirty-day notice herein provided may be waived in writing or by participation in the meeting. Special meetings may be conducted by a conference call. In lieu of a meeting, the Board may take action by unanimous written consent of the Directors in office.

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

**Par. 51** The Directors shall have the authority to fill a vacancy of an elected Director for the unexpired term. The process for filling a vacancy must begin within 30 days of the vacancy. In filling any vacancy, Declaration for Candidacy & Resume Form for Director must be submitted to the Directors within 45 days after notification of the vacancy from any member who meets the qualifications of Paragraph 62. This procedure would apply to filling vacancies of all elected Directors in Paragraph 47.

**Par. 52** The elected Directors shall have the authority to appoint up to 4 benefit members to serve as voting directors for a term to be determined by the elected Directors. The elected Directors shall also have the authority to waive certain qualifications listed in Paragraph 62 as deemed necessary in the appointment of new Directors. In the event of an acquisition of a Fraternal Benefit Society, the GCU Board of Directors shall have the authority to appoint non-voting Directors.

**Par. 53** The Directors shall have the 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 Directors shall prescribe the Rules and Regulations for the Home Office Lodge in accordance with the GCU's Bylaws.

**Par. 54** A Director may be removed from the office "for cause" by a two-thirds affirmative vote of the elected Directors, excluding the Director whose status is at issue, at a meeting called for that purpose. A determination of cause shall be made in the reasonable discretion of the Board of Directors. The Director whose status is at issue shall not be entitled to vote in the matter. "For cause," for purposes of this section, shall include:

- (a) inability or failure to perform the duties and responsibilities of a Director;
- (b) engaging in conduct unbecoming a Director;
- (c) absence from two meetings of the Board of Directors during the course of a calendar year, without good cause;
- (d) breaching a fiduciary duty owed to the Society, its members or beneficiaries;
- (e) materially violating these Bylaws, the Articles of Incorporation, any code of ethics, conflict of interest policy or other policy adopted by the Society, or
- (f) delinquency in payment of premium or ceasing to be a Benefit Member of the Society.

**Par. 55** The Directors may amend or repeal in whole or in part these Bylaws by a 2/3 vote of all members of the Board.

**Par. 56** The Directors shall adopt at its discretion, appropriate pension annuity or retirement plans or other honorariums for retired officers and employees of the GCU.

**Par. 57** The GCU Directors shall have the authority to establish reasonable compensation for the Spiritual Advisor, the Directors, President/Chief Executive Officer, Executive Vice President/ Chief Operations Officer, Chief Financial Officer, Corporate Secretary, General Counsel, any other Executive Management position deemed necessary by the Board. In its determination of compensation the Directors, or a committee delegated to do so, shall consider the services rendered by the Board, the performance of the Society and compensation paid to National Officers of similarly situated Fraternal Benefit Societies.

**Par. 58** The Directors shall have the authority to establish rules and regulations for travel, lodging and meeting expenses.

**Par. 59** The Directors may establish subsidiaries as permitted by law.

**Par. 60** The Directors shall designate all depositories for the GCU.

**Par. 61** All Official Publications of the GCU shall be determined and caused to be published by the Directors.

## **Title VII QUALIFICATIONS & ELECTION OF GCU DIRECTORS**

**Par. 62** All candidates for Director must submit a Declaration for Candidacy & Resume Form for Director together with a digital photograph and comply with 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.
- (e) Any other qualifications set forth by the Directors in the Declaration of Candidacy & Resume Form for Director.

**Par. 63** The Nominating Committee will review and place into nomination all candidates who have met the qualifications set forth in Paragraph 62 and complied with this procedure.

**Par. 64** 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 47 or to any Executive Management Positions, namely: the Spiritual Advisor, the Directors, President/Chief Executive Officer, Executive Vice President/ Chief Operations Officer, Chief Financial Officer, Corporate Secretary, General Counsel or any other Executive Management position deemed necessary by the Board.

For purpose of this paragraph, family to the second degree of consanguinity shall be defined as: spouse, 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 employee of the GCU, or a member of the employee's immediate family, defined as spouse, father or mother (and spouse), children (and spouse), shall be eligible to be a candidate for Director, unless the employee first terminates employment with the GCU.

**Par. 65** Prior to the election, a special publication containing the Declaration of Candidacy & Resume Form for Director and photos of the candidates, will be available on the GCU Website.

**Par. 66** The election must be held every four (4) years no later than August 31 of the election year.

**Par. 67** A vote shall be taken to elect Directors by written or electronic ballot sent to all adult benefit members in good standing. The ballot shall specify the deadline for return of the ballot. No ballots received after such time shall be counted. All Directors shall be elected by a plurality of the votes cast by the adult benefit members. Cumulative voting, write-in voting or voting by proxy is not permitted.

**Par. 68** The term of office of all Directors of the GCU shall be for four (4) years beginning October 1<sup>st</sup>, and expiring on September 30<sup>th</sup>

**Par. 69** Final election results will be published on the GCU Website and in the GCU Official Publication.

### **Title VIII SPIRITUAL PROTECTORS**

**Par. 70** 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 IX EXECUTIVE OFFICERS OF THE GCU**

**Par. 71** The Executive Officers of the GCU shall be the President/Chief Executive Officer, Executive Vice President/Chief Operations Officer, Chief Financial Officer, Corporate Secretary, General Counsel, any other Executive Management necessary.

### **Title X LIABILITY AND INDEMNIFICATION OF DIRECTORS, EXECUTIVE OFFICERS**

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

**Par. 72** 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 Directors and Executive Officers, (indemnified persons) 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. 73** 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. 74** Except as prohibited by law, expenses incurred by indemnified person 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. 75** The right to indemnification and advancement of expense as provided herein, shall continue as to a person who has ceased to be a Director or Executive Officer and shall inure to the benefit of the heirs, executors and administrators of such person.

**Par. 76** 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.

**Par. 77** The GCU shall maintain fidelity bonds on its Directors, Executive Officers and employees as deemed necessary and report on such bonds to the Board or its designated committee.

**Title XI  
CONFLICTS OF INTEREST**

**Par. 78** It is the policy of the GCU to identify and manage conflicts of interest on the part of its Directors, Executive Officers, employees and agents which might impair their independence of judgment or influence their decisions or actions with respect to the GCU's business. The Board shall by resolution adopt rules for the required disclosure and evaluation of conflicts of interest by Directors, Executive Officers and such other persons as the Board may determine. If a conflict is determined to exist for a Director, Executive Officers or other person under rules and procedures established by the Board with respect to a decision under consideration by the Board or a committee of the Board, such Director, Executive Officers or other person shall not vote on the decision or use personal influence to affect the decision. However, any Director disclosing a conflict of interest may be counted in determining the presence of a quorum. Failure of a Director to disclose a conflict of interest as required by resolution of the Board or a failure of a Director to eliminate a conflict of interest determined by a majority of the full Board to be an unacceptable conflict of interest shall be cause for removal of a Director under Paragraph 54 of these Bylaws.

**Title XII  
TREASURY AND FUNDS**

**Par. 79** 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 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 Directors of the GCU.

**Par. 80** 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. 81** 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. 82** The Treasury of the GCU, being established herein shall not deprive the 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. 83** 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 Charter, and policies & procedures adopted by the Directors.

**Par. 84** A Certified Public Accountant approved by the 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 Directors.

**Title XIII  
GENERAL PROVISIONS**

**Par. 85** The Patron Saint of the GCU is Saint Nicholas, Archbishop of Myra.

**Par. 86** The official language of the GCU is the English language.

**Par. 87** The semi-official language of the GCU shall be the Rusin language.

**Par. 88** The motto of the Sokol is "A sound mind in a sound body." (mens sana in corpore sano.)

**Par. 89** The greeting of Sokols is "Zdravstvuj" ("Be of good health").

**Par. 90** 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 Directors.

**Par. 91** 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. 92** All Directors of the GCU, and officers of Subordinate Lodges, Subordinate Regional Lodges and Districts 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. 93** 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. 94** All meetings shall be conducted in accordance with Robert's Rules of Order.

**Title XIV**  
**EFFECTIVE DATE OF BYLAWS**

**Par. 95** The foregoing Bylaws were adopted by a meeting of the GCU Board of Directors on November 10, 2018. These Bylaws shall be effective upon the approval of the Pennsylvania Insurance Department.

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

# GCU 2018 Bylaws Index

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Otherwise Designated*

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