



**St. Mary Self-help Charity Association of Greater Toronto Area  
Bylaws**

**(Established October 2, 2011)**

**(Last Amended as per November 13, 2021 General Assembly)**

**Toronto, Ontario, Canada**

## General Terms and Conditions

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

- a) “Greater Toronto Area” includes the city of Toronto, Regional Municipalities of peel, Halton, York and Durham.
- b) “Member in Good Standing” is a member of the Association who has paid his/her registration fee and made uninterrupted monthly membership fees for a minimum of six months.
- c) “Child”: A child is defined as under 21 years of age; or a full-time student under 25 years of age; or disabled child of a member (no age limit). All legal children fitting within this definition and listed by members will be considered a member of a family when registered under a family or single parent registration.
- d) “Designated Service Provider”: This is a designated funeral service vendor the Association selects and can change from time to time.
- e) “Credible Medical Certificate”: This can be a written statement from a physician or a medically qualified health care provider which attests to the result of a medical examination.
- f) “Designated Beneficiary”: is a person assigned by a member in the registration form and is responsible to deal with the association in the event of the member passes away.
- g) “family”: consists of a legally bonded father and mother and their biological off-springs, including legally adopted children.
- h) “single parent”: a father or a mother who brings up his/her children alone.
- i) “death”: shall be determined by presenting either an official death certificate (issued by the Ontario government) or a certified copy of death registration (issued by a funeral director).
- j) “Ethiopian Canadians”: include Ethiopians who are Permanent Residents of Canada, Canadian citizens of Ethiopian origin, and off-springs of Canadians of Ethiopian origin and Ethiopian Canadian Permanent Residents.

## **2 PREAMBLE**

Ethiopian Canadians residing in the Greater Toronto having common cherished and compassionate values recognized the need to form St. Mary Self-help Charity Association of Greater Toronto Area (Association) that enables them to help each other both in life and in death including helping those unable to help themselves. These noble visions and missions are grounded both in Ethiopian traditional community life and timeless biblical imperatives.

## **3 ASSOCIATION OBJECTIVES**

- 3.1 The Association shall arrange the funeral service and provide financial assistance to cover funeral expenses in the death of a member or family member.
- 3.2 The Association shall encourage members to be present in the burial service and to comfort the surviving family members of the deceased member.
- 3.3 The Association, through its spiritual leaders and senior members, shall assist and counsel members of the community in marriage/family conflict resolution and provide sound moral guidance to the youth to reinforce family values.
- 3.4 The Association shall raise its own funds by soliciting private and public funding sources to carry out its objectives.
- 3.5 The Association shall assist members to expand networking opportunities to bring unity and greater collaboration within the framework of its mission.

## **4 ROLES & RESPONSIBILITIES OF ASSOCIATION**

- 4.1 The Association, in accordance with the sections hereunder, will assist in contributing towards the funeral/burial expense of the deceased member in good standing. This contribution shall be made within 5 working days to the designated legal beneficiary of the deceased.
- 4.2 The Association will also comfort and extend its condolences to survivors of the deceased member.
- 4.3 The Association, through its elder members, will provide counselling and spiritual guidance to survivors of the deceased member.
- 4.4 When a member in good standing is deceased, the Association shall appropriately coordinate and cover the full funeral/burial service expenses including floral and related expenses up to a maximum of \$12,000. If the designated legal beneficiary would like to conduct their own funeral arrangement, the Association will pay the designated legal beneficiary the equivalent of the amount that would have been paid to the Association's designated service provider at the time of the service up to a maximum of \$12, 000.00. This amount is entirely dependent on the costs that the designated service provider would charge on the date of the funeral service.
- 4.5 Method of Payment:
  - a) The Association shall pay \$5,000.00 directly from its own account.

- b) The remaining amount (maximum of \$7,000.00) required to conduct the full funeral service shall be divided equally between members of the Association. This amount will be collected upon the Association's notification of the member's deceased status.
- 4.6 Members of the Association are required to attend funeral/burial services for the deceased member. Depending on the particular circumstances and in accordance with the instructions provided by the Executive Committee, members would be encouraged to make visitations to the home of the deceased.
- 4.7 To be considered a member in good standing and eligible for the payment of funeral/burial expenses upon death (described in Article 3.4), the individual must be a member with the Association for a minimum of six months and fully paid their initial registration fee. In addition, the member must have uninterrupted monthly membership fees for a minimum of six months as specified in Article 5.4.
- 4.8 The Association will notify members in good standing of any material changes to the Bylaw as set out in Article 6.5, and such changes will be effective 5 days after the Member in Good standing receives the notice by email and or as posted on the Association's website.
- 4.9 Compliance with Laws and Regulations: The Association will comply with all federal, provincial, territorial, municipal, and other applicable laws governing the Association, including without limitation, statutes, regulations, by-laws, rules, ordinances, or decrees.
- 4.10 The Members acknowledge that the Association cannot assume liability for any losses including but not limited to accidents, illnesses, or losses that occur during a funeral service and shall indemnify and hold harmless the Association for any legal issue arising out of the Member's participation in the Association.
- 4.11 Any provision of this Agreement that is held to be invalid, illegal, or unenforceable will be deleted from this Bylaw and the remaining provisions will continue in full force and effect.
- 4.12 The terms and conditions set forth in this Bylaw form the complete agreement among the member and Association and no amendment or modification will be binding upon the Parties unless voted on at the General Assembly.

## **5 ROLES & RESPONSIBILITIES OF MEMBERS**

- 5.1 A member is a legal Canadian Permanent Resident/Citizen, who abides by the vision and mission of the Association and the bylaws and is:
  - a) Between the age of 21 and 70 years of age
  - b) To be covered under a member, as a member's child, the member's child must be
    - I. Under 21 years of age; or
    - II. A full-time student under 25 years of age; or
    - III. A disabled dependent of the member (no age limitation).
- 5.2 Members of the Association who are seeking to ensure coverage of their child as described in Article 5.1 must provide proof in the form of a birth certificate or legal passport and evidence of full-time enrollment in school for a student over 21 years and under 25 years

of age. Furthermore, parent/parents are required to present a credible medical certificate to the Association with respect to the status of a child who is a disabled person.

- 5.3 Other criteria of eligibility for membership may be stipulated by the Executive Committee of the Association, as deemed necessary from time to time, after approval by the General Assembly.
- 5.4 A member must maintain their good standing by ensuring payment of his/her registration fee and making uninterrupted monthly membership fees for a minimum of six months. If a member fails to fulfill his/her obligation of payment for three consecutive months, the Association may notify via email or phone, as a reminder to pay the arrears. If the member fails to pay the arrears by the fourth month without communicating his/her difficulties in writing to the Executive Committee of the Association, the member will be rendered as having willingly decided to leave the Association. This member will not be entitled to the benefits described in this Bylaw, in the event he or she becomes deceased.
- 5.5 The initial registration fee and monthly membership fee for a married/common-law couple with a child/children includes the following components:
  - a) \$300.00 plus
  - b) 100% of the monthly payment made by a married/common-law couple with a child/children since the inception of the Association ( October 2011)
  - c) \$25 monthly membership fee for the married/common-law couple
- 5.6 The initial registration fee and monthly membership fee for a married/common-law couple without child/children includes the following components:
  - a) \$300.00 plus
  - b) 100% of the monthly payment made by a married/common-law couple without child/children since the inception of the Association (October 2011)
  - c) \$20 monthly membership fee for the married/common-law couple
- 5.7 The initial registration fee and monthly membership fee for a single parent with a child/children includes the following components:
  - a) \$300.00 plus
  - b) 100% of the monthly payment made by a single parent with a child/children since the inception of the Association (October 2011)
  - c) \$15 monthly membership fee for a single parent with a child/children
- 5.8 The initial registration fee and monthly membership fee for a single member includes the following components:
  - a) \$250.00 plus
  - b) 100% of the monthly payment made by a single member since the inception of the Association (October 2011)
  - c) \$10 monthly membership fee for a single parent.

- 5.9 When a marital status of a single parent or Single member (described in Section 5.7 and Section 5.8) changes (becomes married), he/she shall pay the required Single Member registration fees and requirements as stipulated in Section 5.8 accordingly in order to be eligible to register as a Family member and receive full funeral/burial coverage
- 5.10 A child of a member in good standing whose age is over 21/25 can become a full member without paying registration fee and will be exempt from paying funeral contribution for a period of three years starting from the date of his/her new membership.
- 5.11 The member is responsible for notifying the Association when their marital status changes. Such change will require the Association to vary the registration classification of the member immediately resulting in a different monthly membership fee.
- 5.12 Registration and monthly membership fees may be paid in cash, by cheque, online or by direct deposit to the account of the Association.
- 5.13 To avoid late payment and penalty thereof membership fee payments may be made one year in advance, six months or quarterly.
- 5.14 Upon meeting all requirements and criteria, membership may be approved by the Executive Committee which in due time will communicate to the General Assembly.

## **6 THE GENERAL ASSEMBLY**

- 6.1 The General Assembly is the highest decision-making body of the Association.
- 6.2 A gathering of members of the Association may constitute a General Assembly. However, 50% plus of members in good standing of the Association present are required to make a binding decision at any General Assembly meeting.
- 6.3 There shall be a mid-year General Assembly and an Annual General Assembly to be announced via notice on the website or by email from the Secretary of the Association. The notice will indicate the place and time at least 2 weeks in advance of the General Assembly. All members are required to attend. Members who are unable to attend due to extenuating circumstances shall inform the Secretary of the Association, in advance in writing.
- 6.4 An extra-ordinary General Assembly may be called if 3 members of the Executive Committee make a written request to the President or the Vice-President of the Association.
- 6.5 The provisions of the by-laws of the Association can be amended by a General Assembly in which 50 % plus of members in good standing are present.

## **7 THE COUNCIL OF ELDERS**

- 7.1 The Council of Elders shall be headed by a spiritual advisor and have 2 other senior members of the Association all elected by the General Assembly every 3 years.
- 7.2 The Council of Elders shall provide appropriate guidance and advice to the Executive Committee and Subcommittees when necessary, in matters related to the proper implementation of the by-laws of the Association consistent with its vision and mission. The Council is accountable to the General Assembly of the Association.

## **8 NOMINATIONS/ELECTIONS COMMITTEE**

- 8.1 When election of members of the Executive Committee is due, a Nominations Committee consisting of 5 members shall be elected in a General Assembly from among the members present.
- 8.2 The Nominations Committee shall accept nominations from among the members present who meet the eligibility criteria established and provided by the General Assembly.
- 8.3 There shall be a reasonable number of eligible nominees depending on the number of members to be elected. (E.g. five nominees for two to be elected).
- 8.4 The Executive committee will appoint nomination committee members if the required number is not satisfied at the General Assembly.
- 8.5 Members of the elected Nominations Committee are not eligible to be nominated for the Executive Committee being elected. However, such members are eligible to be nominated in the next election of the Executive Committee.
- 8.6 In the event of a vote count tie during election of members of the Executive
- 8.7 Committee, the Nominations Committee shall conduct a second round of voting to break the tie.
- 8.8 The 7 nominees with the greater number of votes shall be carefully selected by the Nominations/Elections Committee and the Chairperson of the Committee shall announce the result of the election of members of the Executive Committee to the General Assembly.

## **9 THE EXECUTIVE COMMITTEE**

- 9.1 The Executive Committee is accountable to the General Assembly by whom it is elected. The Executive Committee shall have 7 members elected among the members in good standing in a General Assembly. The term of service of any member of the Executive Committee shall be 3 years and is eligible for re-election for an additional 3 years only. Two reserve members shall be elected for possible replacement during the term of election
- 9.2 The officers of the Executive Committee shall consist of the President, the Vice President, the Treasurer, the Secretary and the Public Relations Officer. The Public Relations Officer shall also be the Chairperson of the Charity Sub-Committee.
- 9.3 The President shall chair all meetings of the Executive Committee. In the absence of the President, the Vice-President shall chair meetings of the Executive Committee. A quorum of the Executive Committee shall be a 50% plus of the members of the Executive Committee.

## **10 DUTIES & RESPONSIBILITIES OF THE OFFICERS OF THE EXECUTIVE COMMITTEE**

- 10.1 The President with the members of the Executive Committee shall plan, carry out and ensure the implementation of the objectives of the Association in accordance with the vision, mission, these by-laws and other directives given by the General Assembly. The

President is responsible and accountable to the proper supervision and coordination of the activities of the Association. The President shall provide an activity report of the Association to the General Assembly at least every 6 months. The President shall represent the Association in all correspondence and communication with the public and other organizations.

- 10.2 The Vice-President will carry out the duties and responsibilities of the President during his/her absence. The Vice-President shall also chair the Fundraising Sub-Committee.
- 10.3 The Treasurer is responsible for collecting all registration and monthly fees from members of the Association and provides proper receipts. He/she shall immediately deposit the fees and other revenues in the account of the Association. The Treasurer keeps all financial records and bank statements and shall provide all necessary financial information to the appointed auditor of the Association. The Treasurer shall present a financial report at the mid-year and Annual General Assemblies.
- 10.4 The Secretary is responsible to call all Executive Committee meetings and the General Assemblies, in accordance with Article 6.3 above. He/she is responsible for recording and keeping the minutes of the General Assembly as well as meetings of the Executive Committee.
- 10.5 The Public Relations Officer is responsible to publicize and should advertise the objectives and activities of the Association to the community and the public at large in order to increase and maintain the required level of members in good standing of the Association. He/she shall chair the Charity Sub-Committee and in so doing shall identify and assess charity needs in the community and report to the Executive Committee.
- 10.6 Any two of the following officers of the Association are authorized to operate the bank account of the Association - the President, the Vice- President in the President's absence and the Treasurer, the Secretary and the Public Relations Officer.
- 10.7 The various Sub-committees shall be chaired by a member of the Executive Committee. The duties and responsibilities of the various sub-committees shall be approved by the Executive Committee of the Association.

## **11 PENALTY CLAUSE**

- 11.1 Membership fee payments can be made for a whole year or six months in advance.
- 11.2 Members who do not pay their membership dues for a period of 3 months shall pay a late payment fee of \$25 on the 4<sup>th</sup> month and \$10 for any additional month if the members decides to continue their membership.
- 11.3 All members are strictly required to attend the Association General Meeting. Members who do not attend the General Meeting shall pay a fee of \$25.00 for each regular meeting missed without prior notification as of Article 6.3.
- 11.4 Members who do not attend a funeral service of a deceased shall pay a fee of \$50.00 penalty except due to emergency or prior notification by email or text message.



## **12 FINANCIAL CLOSING DATE**

12.1 The financial closing date for any fiscal year will be March 31<sup>st</sup>.

## **13 ESTABLISHMENT**

13.1 These by-laws of St. Mary Self-help Charity Association of Greater Toronto Area are adopted and approved by the General Assembly held on October 2, 2011 in Toronto, Ontario, Canada.

## **14 AMENDMENTS**

This Bylaw of St. Mary Self-help Charity Association of Greater Toronto Area has been amended as follows:

- 1) Bi-Annual General Meeting held on **November 14, 2015**
  - a) Full funeral coverage for children under 21 years of age or full-time student under 25 years of age or disabled
  - b) Increasing monthly family membership fee to \$25 for families who have children as per (a) above
  
- 2) Bi-Annual General Meeting held on **April 29, 2012**
  - a) Penalty Clause – **Part XII** (new)
  - b) Financial Closing Date - **Part XIII** (new), and
  - c) Registration Fee (revision made to **Part IV**)
  - d) The amendments have been made to Article 4.3, 4.4, 4.5 and 4.7 respectively and approved by the majority vote and shall be effective from April 29, 2012. These amendments shall not be applied for those who have submitted applications prior to April 29, 2012.
  
- 3) Annual General Meeting held on **November 3, 2013**
  - a) Funeral/Burial Service amended to cover the full cost.
  - b) Part II Self-help Objectives amended.
  - c) Amendments have been made to Article 2.4 & 2.7 respectively.

The above amendments have been passed by a majority vote.
  
- 4) Annual General Meeting held on **November 25, 2017**
  - a) The association has passed an amendment to remove article 2.9 and 2.10, which allowed the return of part of the membership contribution to members who did not receive any benefit and who voluntarily withdrew their membership from the association.

- 5) General Assembly held on November 23, 2021 (On-line),
- a) PART I: PREAMBLE
    - The heading PART I: PREAMBLE moved to Section 2 PREAMBLE
  - b) PART II: SELF-HELP OBJECTIVES
    - The heading PART II: SELF-HELP OBJECTIVES changed to ROLES & RESPONSIBILITIES OF ASSOCIATION and moved to Section 4.
    - Article number 2.1- 2.7 changed to 4.1- 4.12
    - Amendments have been made for Article 2.1, 2.2, 2.4, and 2.5 and numbering changed to 4.1, 4.2, 4.3, 4.4 and 4.5
    - Added five new articles, 4.8, 4.9, 4.10, 4.11 and 4.12
  - c) PART III: CHARITY OBJECTIVES
    - The heading PART III: CHARITY OBJECTIVES changed to ASSOCIATION OBJECTIVES and moved to Section 3.
    - Article number 3.1- 3.4 changed to 3.1- 3.5
    - Replaced Article 3.1 and 3.2 with new Article refer item 3.1 and 3.2 respectively.
    - Added new Article, refer 3.5.
  - d) PART IV: MEMBERSHIP
    - The heading PART IV: MEMBERSHIP changed to ROLES & RESPONSIBILITIES OF MEMBERS and moved to Section 5.
    - Article number 4.1- 4.9 changed to 5.1- 5.14
    - Article 4.1 is modified into three items refer 5.1, 5.2 and 5.3.
    - Modified Article 4.2, refer item 5.4.
    - Replaced Article 4.3, 4.4, 4.5, with 5.5, 5.6, 5.7 and 5.8 and increased one of the registration fee from 50% to 100%.
    - Modified Article 4.6, refer item 5.10.
    - Added new Article, refer item 5.9 and 5.11.
    - Numbering for Article number 4.7, 4.8, 4.9 changed to 5.12, 5.13 and 5.14.
  - e) PART V: THE GENERAL ASSEMBLY
    - The heading PART V: GENERAL ASSEMBLY moved to Section 6.
    - Article numbers 5.1, 5.2, 5.3, 5.4 and 5.5 changed to 6.1, 6.2, 6.3, 6.4 and 6.5.
    - Article 5.5 is modified from two third members to 50% plus members, refer 6.5

- f) PART VI: THE COUNCIL OF ELDERS
- The heading PART VI: THE COUNCIL OF ELDERS moved to Section 7.
  - Article numbers 6.1 and 6.2 changed to 7.1 and 7.2.
- g) PART VII: NOMINATIONS/ELECTIONS COMMITTEE
- The heading PART VII: NOMINATIONS/ELECTIONS COMMITTEE moved to Section 8.
  - Article numbers 7.1, 7.2, 7.3, 7.4, 7.5, and 7.6 changed to 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6.
- h) PART VIII: EXECUTIVE COMMITTEE
- The heading PART VIII: EXECUTIVE COMMITTEE moved to Section 9.
  - Article numbers 8.1, 8.2 and 8.3 changed to 9.1, 9.2 and 9.3.
- i) PART IX: DUTIES & RESPONSIBILITIES OF THE OFFICERS OF THE EXECUTIVE COMMITTEE
- The heading PART IX: DUTIES & RESPONSIBILITIES OF THE OFFICERS OF THE EXECUTIVE COMMITTEE moved to Section 10.
  - Article numbers 9.1, 9.2, 9.4, 9.5, 9.6, and 9.7 changed to 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7.
- j) PART X: DEFINITIONS
- The heading PART X: DEFINITIONS moved to Section 1 and modified as DEFINITIONS AND INTERPRETATION
  - Added more definitions and clarify the existing.
- k) PART XI: ESTABLISHMENT
- The heading PART XI: ESTABLISHMENT moved to Section 13 ESTABLISHMENT
- l) PART XII: PENALTY CLAUSE
- The heading PART XII: PENALTY CLAUSE moved to Section 11 PENALTY CLAUSE.
  - Article numbers 1, 2, 3 and 4 changed to 11.1, 11.2, 11.3 and 11.4
- m) PART XIII: FINANCIAL CLOSING DATE
- The heading PART XIII: FINANCIAL CLOSING DATE moved to Section 12 FINANCIAL CLOSING DATE

n) Parts or headings arranged as follows:

1. DEFINITIONS AND INTERPRETATION
2. PREAMBLE
3. ASSOCIATION OBJECTIVES
4. ROLES & RESPONSIBILITIES OF ASSOCIATION
5. ROLES & RESPONSIBILITIES OF MEMBERS
6. THE GENERAL ASSEMBLY
7. THE COUNCIL OF ELDERS
8. NOMINATIONS/ELECTIONS COMMITTEE
9. THE EXECUTIVE COMMITTEE
10. DUTIES & RESPONSIBILITIES OF THE OFFICERS OF THE EXECUTIVE COMMITTEE
11. PENALTY CLAUSE
12. FINANCIAL CLOSING DATE
13. ESTABLISHMENT
14. AMENDMENTS