



High Performance/High Value

Bylaws
of

**Carpet, Linoleum, and Soft Tile
Workers**

Local Union 12

AFFILIATED WITH DISTRICT COUNCIL 16

ARTICLE I: BYLAWS

These Bylaws are subordinate to the provisions of the International Constitution of the International Union of Painters and Allied Trades (hereinafter called the “International Union”) and the Bylaws of District Council 16. In the case of conflict between these Bylaws and the provisions of the International Constitution, the latter shall govern. In the case of conflict between these Bylaws and the District Council 16 Bylaws, the latter shall govern.

ARTICLE II: NAME

This organization, a subordinate body of the International Union and an affiliated Local Union of District Council 16, shall be known as Carpet, Linoleum & Soft Tile Workers Local Union No. 12.

ARTICLE III: JURISDICTION

The territorial jurisdiction of this Local Union shall be as set forth in its Charter and as determined by the General Executive Board from time to time under Section 70 of the International Constitution, provided that the Local Union shall be guided within its jurisdiction by the directives of the District Council.

ARTICLE IV: OBJECTS

The objects of this Local Union shall be as set forth in the Preamble, and Sections 2 and 124 International Constitution.

ARTICLE V: ELIGIBILITY FOR MEMBERSHIP

Eligibility for membership in this Local Union shall be as set forth in the International Constitution and in policies adopted by the General Executive Board.

ARTICLE VI: OFFICERS

1. Eligibility to hold office shall be as set forth in Sections 91(b) and 210 of the International Constitution.
2. Officers of this Local Union shall be as set forth in Section 185 of the International Constitution, and their duties shall be as set forth in the following sections of the International Constitution:
 - a. President: The duties of the President shall be as set forth in Sections 189-192.
 - b. Vice President: The duties of the Vice President shall be as set forth in Section 194.
 - c. Recording Secretary: The duties of the Recording Secretary shall be as set forth in Sections 195-197.
 - d. Financial Secretary: The duties of the Financial Secretary shall be as set forth in Sections 155(d), 198-202 and 211(d).

- e. Trustees: The duties of the Trustees shall be as set forth in Sections 204-207.
 - f. Treasurer: The duties of the Treasurer shall be as set forth in Section 203.
 - g. Warden: The duties of the Warden shall be set forth in Section 208.
3. When the District Council adopts the centralized Local Union dues, records and reporting plan outlined in Section 162 of the International Constitution, the following modifications will be in effect for dues collection, records, and reporting; and the Local Union officers' duties will be modified as outlined below.

Under the Dues Collection and Membership Reporting Plan adopted by Local Union 12 pursuant to Article XV-A of the District Council 16 Bylaws, the Business Manager/Secretary-Treasurer of District Council 16 performs many of the functions of the Financial Secretary and Treasurer of Local Union 12. Therefore, the duties of the Financial Secretary and the Treasurer of Local Union 12 shall be as set forth in this Article.

Where the Financial Secretary receives dues payments from members (such as at Local Union meetings), he or she shall (i) transmit such payments to the Business Manager/Secretary-Treasurer of District Council 16 within five (5) days, (ii) provide the member with a temporary receipt, a copy of which shall be transmitted to the Business Manager/Secretary-Treasurer with the payment and a copy of which shall be retained by the Financial Secretary. Such temporary receipt shall indicate only the amount of funds received and shall not indicate the member's standing or through which calendar month dues are paid.

The Financial Secretary shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of the District Council. At each membership meeting, the Financial Secretary shall deliver a report to the membership, which shall include the following information:

- (i) The gross receipts of the Local Union in the prior month,
- (ii) The net receipts of the Local Union, along with the amounts of all per capita deductions made by the Business Manager/Secretary-Treasurer of District Council 16 and any other deductions,
- (iii) The overall membership of the Local Union, with the gain or loss in membership in the prior month noted,
- (iv) The number and names of members on application and those initiated,
- (v) The number and names of members suspended and reinstated, and
- (vi) The names and number of clearance cards deposited and issued.

The Treasurer shall retain copies of all reports and information received on a monthly basis from the Business Manager/Secretary-Treasurer of District Council 16. At each membership meeting, the Treasurer shall deliver a report to the membership, which report shall include the following information:

- (i) list all deposits made to the Local Union account, if any,
- (ii) a copy of the Local Union cash disbursements journal, if applicable,
- (iii) list of all payments from the District Council made on behalf of the Local Union, from the funds collected by the District Council for the Local Union.

Notwithstanding anything to the contrary in this Article, the Financial Secretary, the Treasurer and all other Local Union officers shall comply with all provisions of the Plan, as amended from time to time by the General Secretary-Treasurer.

The Financial Secretary shall perform the Financial Secretary duties outlined in Section 155(d) and 211(d) of the General Constitution from information provided the Financial Secretary by the Business Manager/Secretary-Treasurer of the District Council.

The Local Union shall use the IUPAT Integrated Membership System (IMSe) computer systems or other system approved by the General Secretary-Treasurer for dues collection, member records, and member activity.

ARTICLE VII: DELEGATES

All delegates (other than delegates to the General Convention) shall be elected at the June elections in accordance with Article XI of these Bylaws.

ARTICLE VIII: EXECUTIVE BOARD

1. The Executive Board of this Local Union shall be as set forth in Section 185(c) of the International Constitution.
2. Duties of the Executive Board:
 - a. To enforce the laws of the Local Union between meetings.
 - b. To handle all matters delegated to the Executive Board by the members voting at regular or special called meetings.
 - c. To review all requests for donations, investigate the same and submit its findings and recommendations for membership action.
 - d. The Executive Board shall be vested with the authority of recommendation only, unless otherwise specifically authorized by the Local Union membership voting at a regular or special called meeting; provided, however, that during the interim between meetings it shall be authorized to act for the Local Union in cases of emergency, subject to review at the next regular meeting.

- e. To serve as the investment committee of the Local Union.
- f. To serve as the strike committee of the Local Union.

ARTICLE IX: COMPENSATION OF OFFICERS, DELEGATES AND COMMITTEE MEMBERS

1. Officers:
 - a. President - \$50.00 per meeting (not to exceed \$100.00 per calendar month.)
 - b. Vice President - \$50.00 per meeting (not to exceed \$100.00 per calendar month.)
 - c. Recording Secretary - \$200.00 per month
 - d. Financial Secretary - \$300.00 per month
 - e. Treasurer - \$50.00 per meeting (not to exceed \$100.00 per calendar month.)
 - f. Trustees - \$50.00 per meeting (not to exceed \$100.00 per calendar month.)
 - g. Warden - \$50.00 per meeting (not to exceed \$100.00 per calendar month.)
2. Delegates
 - a. To District Council - \$25.00 per meeting (not to exceed \$25.00 per calendar month.). Not applicable for full time salaried business representatives or employees.
 - b. To Central Bodies - \$25.00 per meeting (not to exceed \$75.00 per calendar month.). Not applicable for any full time salaried business representatives or employees.
 - c. To Conventions – Conferences, etc. Delegates elected and/or appointed by this Local Union to attend conventions, conferences, etc., shall in addition to wages lost, receive the actual cost of reasonable travel, reasonable hotel room and the amount of \$100.00 per day expense money. Under extenuating circumstances, additional daily expense may be granted by the District Council.
3. Committee Members: - Committee members will be compensated \$20.00 per meeting. This expense shall be paid as a stand-alone expense when no other expenses are due in these Bylaws.

ARTICLE X: BONDS

Officers of Local Unions shall be bonded in accordance with Section 59(b) and (c) of the International Constitution and as required by law.

ARTICLE XI: ELECTIONS

1. Elections shall be held under the procedures and provisions as set forth in Sections 209-212 of the International Constitution.
2. The election of Local Union Officers and delegates to District Councils shall be held at the last meeting in June, and nominations for the same shall be held at the last meeting in May, as per Section 209(a) of the International Constitution. Delegates to the District Council shall be elected to a four (4) year term. Local Union officers shall be elected to a three (3) year term.
3. Delegates to the General Conventions of the International shall be elected as set forth in Section 28 of the International Constitution.

ARTICLE XII: VACANCIES

Vacancies occurring among the officers shall be filled in accordance with Sections 215 and 216 of the International Constitution.

ARTICLE XIII: DUES, FEES AND ASSESSMENTS

1. Dues:

a. Dues shall be as follows:

- 1) All members (Regular/Apprentice/Industrial) shall pay monthly over-the-counter dues (Regular Dues) equivalent to the total of all per capita taxes approved and paid for by the Local Union on behalf of each member rounded upward to the nearest dollar. Dues shall be payable to the Local Union on a quarterly basis.
- 2) Dues shall increase by the amount of any increase in the per capita and Death Benefit payment due to the International Union and such increase shall be effective the date the increase in the payments due to the International Union becomes effective.

b. The dues payment required by sub-section (a) includes the Death Benefit payment called for by Sections 17(b) and 18 of the International Constitution and the Rules and Regulations of the International Union's Death Benefit Fund. Accordingly, members not covered by the Death Benefit Fund pursuant to the foregoing provisions (example: members who are 60 years of age or over when initiated; or Life Members working at the trade who elected non- participation) will be required to pay the dues specified in sub-section (a) less the current Death Benefit Payment.

c. Quarterly Working Cards shall be obtained in accordance with Section 119 of the International Constitution.

d. Administrative Processing Fees: There shall be no initiation fees for membership in this Local Union. New members/candidates and apprentices shall be charged an Administrative Processing Fee in accordance with the provisions set forth in Sections 92 and 93 of the International Constitution.

e. Life Membership fees shall be in accordance with Section 98 of the IUPAT International Constitution.

2. Clearance Cards:

Clearance Card fees and rules shall be as set forth in Sections 233-250 of the International Constitution.

3. Assessments and Funds:

a. Assessments can only be levied in accordance with Section 92 of the International Constitution.

b. International Union Death Benefit Fund. The International Union's Death Benefit Fund is governed by Sections 287-289 of the International Constitution, and the rules and regulations of the fund. Members should refer to the pamphlet "Rules and Regulations covering the Death Benefit Fund and the former Death and Disability Fund."

- c. All monies due the International Union for per capita tax, Administrative Processing Fees or application fees, Death Benefit Fund payments, reinstatements, clearance card fees, life membership fees, and supplies shall be forwarded to the General Secretary-Treasurer immediately after the close of the month, along with required reports. Remittances must be made by express or post office money order, check or bank draft payable to the IUPAT.
 - d. Should a majority of the Trustees doubt the accuracy of any bill from the General Secretary-Treasurer, the Local Union shall pay the same under protest, and such protest shall be the first business taken up by the General Executive Board at their next meeting.
 - e. Each month the Local Union shall hold in its treasury, as a standing appropriation to be forwarded to the General Secretary-Treasurer, a sum equivalent to its monthly per capita tax, Death Benefit Fund obligations, IUPAT Local Union and District Council Pension Fund payments and all other payments that must be made to the International Union as required by Section 177 of the International Constitution. Such required payments shall be made prior to allowing other expenditures.
 - f. The funds and property of a Local Union may only be used for such purposes as are specified in the International Constitution, the District Council Bylaws, these Bylaws, and as approved by a majority of the Local Union members present at a meeting at which the question is presented. Recurring and fixed expenses may be authorized by a single vote of the membership. Local Union's shall not make any non-per capita tax expenditures in excess of \$5000.00 without prior written approval of the District Council Business Manager/Secretary-Treasurer.
 - g. On no consideration shall money from the Local Union Treasury be loaned or donated to members (strike, lockout and regularly established sick benefits excepted), provided that the Local Union may levy an assessment upon the membership to provide funds to relieve distress among members totally disabled from earning a living on account of injuries or sickness incurred while working at the trade. Before any such assessment is levied (1) all members shall be notified by mail that the proposed assessment will be considered at the next meeting and, (2) the majority of members present and voting must approve the assessment in a secret ballot vote.
4. There is an established Death Benefit for Local 12 Members known as Local Union 12 Death Benefit Fund. The Fund shall provide a benefit of an amount not less than \$7,000.00 for every member in good standing, which is subject to adjustment as set forth in this section. A member in good standing shall be as defined in the International Union of Painters & Allied Trades pamphlet dated January 2015 covering the Rules and Regulations of the I.U.P.A.T. Death Benefit Fund effective April 1, 1975. A dedicated Local 12 beneficiary card shall be used for this Fund. If at the time of death a member does not have a Local 12 beneficiary card on file, then the beneficiary listed on the IUPAT beneficiary card shall be the legal beneficiary. Eligibility, Beneficiaries, Proving of a Claim, and Rejection of Claims shall also be set forth in the I.U.P.A.T. Pamphlet dated January 2015 covering the Rules & Regulations of the I.U.P.A.T. Death Benefit Fund. Excepting, however, whenever reference is made to the General Secretary-Treasurer and the General Executive Board, the Financial Secretary and the Executive Board of Local 12, respectively shall have authority. The Executive Board shall

serve as the standing Death Benefit Committee. The Death Benefit Committee shall review quarterly the solvency of the Fund and if deemed appropriate shall increase or decrease the benefit amount in increments of \$500.00. In regards to these adjustments, full consideration shall be given to maintaining the solvency and stability of the Fund. Before such an adjustment is implemented, a notice of the adjustment and the effective date shall be mailed to the membership. Every member shall be assessed \$6.00 per month to maintain the Fund and any changes shall be in accordance with Section 169 of the International Constitution. Other than the death benefit provided herein, no person shall accrue an interest in the assets of this Fund. All new members joining or re- joining Local 12 shall pay a \$20.00 affiliation fee.

5. The Local 12 Member Benefit and Local Union Defense Fund is established as of January 1, 2016 to aid members who may be locked out or on strike, who are in distress, who support the Union through picketing, bannering or some other organizing activity, or to provide its members with union apparel, insignia or plaques of commemoration and any other defense of the Union on behalf of its members. The Fund shall be governed by the following rules:
 - a. Every working member paying Local 12 Member Benefit and Local Union Defense Fund dues check off shall become eligible for benefits from the fund. Members must be in good standing and in accordance with these Bylaws to be eligible for benefits from the fund.
 - b. .3% of the Taxable Net Wage shall be allocated for the purpose of funding the Local 12 Member Benefit and Local Union Defense Fund.
 - c. Any member who cannot work due to illness or disability for a period of not less than 30 days or who becomes unemployed through no fault of their own for a period of not less than 90 days shall have their basic monthly over the counter dues paid for a period not to exceed 4 months or until a disability settlement is made, whichever is less (social security, state compensation, etc.). Attending doctors certificate must be forwarded to the Union office before a claim will be considered. The certificate must be filed within 60 days from the date of illness or disability.
 - d. To be eligible for Dues Assistance from this fund a member must have paid into this fund for a minimum of 12 months. There also must be a minimum of 12 months between each occurrence and be a member in good standing. Unemployed members requesting assistance from this fund must be on the out of work list and make themselves available for employment at all times and be current on their dues in order to receive benefits from this fund.
 - e. The eligibility of all claims shall be determined by the Executive Board.
 - f. The Financial Secretary will give a financial and activity status report of this fund during his/her financial report to the membership at the regular union meetings each month.
 - g. Defense of the Union is defined as related expenses for pickets, including but not limited to mileage, attorney fees, supplies including promotional items/events, donations and other necessary payments on behalf of the defense/promotion of the Union and its membership.

- h. Meals for the Local 12 Executive Board and Regular Union Meetings will be paid for from this fund.
 - i. All holiday parties, summer picnics, or any other approved membership events will be paid for through this fund.
 - j. A member who contributed to this fund shall not be deemed to have any vested interest in the benefits payable under this fund. A member shall only be entitled to benefits per the eligibility rules and only to the extent there are assets in this fund to pay benefits.
6. Owner Member Dues:

All Owner Members shall pay monthly dues of sixty two dollars (\$62.00) per month. Owner Member Dues shall be payable to the Local Union on a quarterly basis.

7. Late Fees:

Quarterly dues will be payable in the first month of each quarter (January, April, July and October) prior to the 20th of each month.

ARTICLE XIV: MEETINGS

1. Regular Meetings: The regular meetings of this Local Union shall be held on the third Thursday of each month. Meetings will be called to order promptly at 6:30 PM. Additionally, the Local 12 E-Board meeting shall be held on the third Thursday of each month at 5:00 PM.
2. Special Meetings: Special meetings of this Local Union may be called by the President as he or she deems necessary. Special meetings shall also be called as required by Section 191 of the International Constitution.
3. Quorum: A quorum for a membership meeting shall consist of seven (7) members, provided that five (5) members shall constitute a quorum if the Local Union's membership is fewer than twenty-five (25) members.
4. Members' Rights: Members in attendance at meetings shall have the right to express their views, arguments or opinions upon any business properly presented before the meeting, subject to these Bylaws and the rules and regulations adopted by the Local Union pertaining to the conduct of meetings, but no member in exercising such rights shall evade or avoid his or her responsibility to the organization as an institution or engage in or advocate any conduct that would interfere in the Local Union's performance of its legal or contractual obligations, or conduct him or herself in an unruly, or boisterous manner.
5. Recording Devices: No member shall be permitted to use recording devices during any portion of any meeting in the Local Union.

ARTICLE XV: COMMITTEES

There shall be a standing Bylaws Committee whose duties and functions shall be as set forth in section 169(b) of the International Constitution.

1. Committees shall be appointed by the President and in accordance with Section 191 of the International Constitution.
2. The President shall appoint from among the members of Local 12 the following Standing Committees:
 - a. Bylaws Committee - the Duties of the Bylaws Committee shall be set forth in Section 169 of the International Constitution.
 - b. Local 12 Membership Events Committee – the Events Committee shall plan, organize and conduct the Local 12 Annual Picnic and Christmas Party/Dinner.
3. Local 12 Investment Committee – The Executive Board of Local 12 shall serve as the Local 12 Investment Committee.
4. Local 12 Death Benefit Committee – The Executive Board of Local 12 shall serve as the Local 12 Death Benefit Committee.

ARTICLE XVI: CONTRACTORS

1. An employer is one who, in relation to any corporation, company, partnership, firm or other business entity, is a substantial owner, partner, officer, director, incorporator, managerial employee, supervisor (as defined by the National Labor Relations Act or Provincial law) or in a permanent, policy-making position.
 - a. Employers shall be eligible for membership, but they must comply with the trade rules and working conditions of the locality in which the work is performed, must, insofar as is consistent with applicable federal and state, provincial and/or territorial laws, hire only members of this International Union, and must pay themselves and all their employees the wages and benefits established by the applicable area collective bargaining agreement.
 - b. No employer shall be eligible or permitted to hold office, serve on an executive board, act as delegate, vote on any question pertaining to hours, wages, benefits or conditions of employment, vote at elections of officers, delegates, or attend meetings at which contract proposals are discussed or voted on or at which the nomination or election is held for any elected position.

ARTICLE XVII: MEMBERSHIP

1. An applicant is considered a member when the applicant meets all the requirements as set forth in the International Constitution.
2. A member may lose his or her good standing in the organization by suspension or expulsion or other disqualification for membership, after appropriate proceedings consistent with the provisions of the International Constitution, or by non-payment of dues as provided in Sections 116-117 of the International Constitution.

A member who loses his or her good standing status because of his or her failure to pay dues or other obligations as required by the International Constitution and these Bylaws, but who has not been expelled from membership, may reinstate his or her good standing for the purpose of attending Local Union meetings and voting at elections, by paying all delinquent dues and other financial obligations prior to such meeting and election as provided in Section 118 of the International Constitution. Expelled members may be reinstated only in accordance with Section 276 of the International Constitution.

Quarterly dues payments must be made on or before the 20th day of the first month of the quarter to maintain good standing membership for the entire quarter period.

Resignation from membership is governed by Section 120 of the International Constitution.

3. Members' Responsibility:

- a. Every member by virtue of membership in this Local Union is obligated to adhere to and follow the terms of the Local Union's Bylaws, the District Council Bylaws and the International Constitution with respect to the members' rights, duties, privileges and immunities conferred by them and by statute. Each member shall faithfully carry out such duties and obligations and shall not interfere with the rights of other members.
- b. Every member authorizes the District Council to act as his or her exclusive bargaining representative with full and exclusive power to execute agreements with his or her employer governing terms and conditions of employment and to act for the member and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of the member's employment with such employer in such manner as it deems within its discretion to be in the best interests of the District Council. The District Council and its officers, and agents may decline to process any such grievance, complaint, difficulty or dispute, if in their sole discretion and judgment, such grievance, complaint or dispute lacks merit or that such action would not be in the best interests of the District Council.
- c. No member shall interfere with the elected officers or representatives of the International Union, the District Council or this Local Union in the performance of their duties. Each member shall when requested, render such assistance and support in the performance of such duties as may be required by them, provided that this does not interfere with their individual rights as members. Each member shall adhere to the terms and conditions of pertinent collective bargaining agreements and shall refrain from any conduct that would interfere with the International Union, District Council or Local Union's performance of its legal or contractual obligations.
- d. Every member shall be required to assist the International Union, the District Council and this Local Union, as well as their officers and representatives, by engaging in picketing, hand billing, salting and other organizing activities and attending education and training and seminars, as directed and assigned by the International Union, the District Council or the Local Union officers. No charges shall be filed or processed against any member for his or her decision to accept employment with an approved, targeted non-signatory employer for the purpose of organizing.

- e. All new members of this Local Union shall attend a new member orientation class offered by the District Council within ninety (90) days of being initiated.

ARTICLE XVIII: GENERAL/TRADE RULES

The members of this Local Union will observe and follow all work rules as provided for in the Collective Bargaining Agreement and/or District Council Bylaws

ARTICLE XIX: CHARGES AND TRIALS

All charges preferred by members of this Local Union shall be referred to the District Council Trial Board for disposition and shall be processed in accordance with the International Constitution.

ARTICLE XX: EXHAUSTION OF REMEDIES

No member or officer shall resort to any court or agency until all forms of relief and avenues of appeal, as provided by the International Constitution, have been exhausted, unless otherwise provided by statutory law.

ARTICLE XXI: PROPERTY

1. The funds and property of the Local Union shall be governed by Sections 179-181 of the International Constitution.
2. No property of the Local Union, and no property in the possession, custody or control of this Local Union or any of its officers or employees, and no property held in trust, express or implied, which was created or established by this Local Union and whose primary purpose is to provide benefit for the members of the Local Union or their beneficiaries, shall be given, contributed or donated, either directly or indirectly, to aid or assist, or be expended in behalf of, any seceding, dual or antagonistic labor organization, nor to any Local Union which is in violation of the International Constitution.

ARTICLE XXII: AGENCY

Neither this Local Union, nor any of its officers or employees, has any power to make any representation, contract, or agreement, nor to incur any liability, which shall be binding upon the International Union without the written consent of the General President or his designee. Neither this Local Union, nor any of its officers or employees has been authorized or empowered to act as agent of the International Union and shall not be deemed to be an agent of the International Union unless expressly authorized in writing by the General President or his designee to act in that capacity.

ARTICLE XXIII: AMENDMENTS

Any amendment to these Bylaws shall be done in accordance with the procedure set forth in Section 169 of the International Constitution.

ARTICLE XXIV: STANDING RULES FOR UNION MEETINGS

Rules for the conduct of Local Union meetings are contained in the “Order of Business for Local Unions”, and in “Parliamentary Rules and Ritual” set forth in the International Constitution.

ARTICLE XXV: INTERNATIONAL UNION CONSTITUTION

The Local Union acknowledges that the International Constitution supersedes any provisions of these Bylaws which are inconsistent with the Constitution. The Local Union further acknowledges that the Bylaws of the District Council shall govern and supersede these Bylaws to the extent that any provisions set forth herein are inconsistent with such Bylaws.

ARTICLE XXVI: SAVING CLAUSE

1. The provisions of these Bylaws relating to the payment of dues, assessments, fines or penalties, shall not be construed as incorporating into any union-security contract those requirements for good standing membership which may be in violation of applicable law, nor shall they be construed as requiring any employer to violate any applicable law. However, all financial obligations imposed by or under the International Constitution, the District Council Bylaws and these Local Union Bylaws (and in conformity therewith) shall be legal obligations of the members upon whom imposed, and enforceable in a court of law.
2. If any provision of these Bylaws shall be declared invalid or inoperative, by a competent authority of the executive, judicial or administrative branch of the federal or state government, the Local Union Executive Board, subject to approval of the Local Union, shall have the authority to suspend the operation of such provisions during the period of its invalidity and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the invalid provision. If any article or section of these Bylaws should be held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of these Bylaws or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, shall not be affected thereby.