

BRIDGE

ITEM 181-11: REVISED ACBL CONVENTION CHARTS (173-20)

Deferred from San Diego Fall 2017 Meeting

Date: January 10, 2018

Purpose: Standardize Convention Charts used at Tournaments

Moved that:

1. The ACBL Convention Charts, including the Basic Chart, Basic+ Chart, Open Chart and Open+ Chart, attached to this motion be, and hereby are, approved;
2. The current General Conventions Chart, ACBL Mid-Chart, ACBL Superchart and ACBL Limited Conventions contained in Appendix 6-B of the Codification be, and hereby are, retired and replaced with the ACBL Convention Charts, including the Basic Chart, Basic+ Chart, Open Chart and Open+ Chart; and
3. References in the Codification (and any other ACBL rules and regulations) to the General Conventions Chart, ACBL Mid-Chart, ACBL Superchart and ACBL Limited Conventions shall be revised to refer to the Basic Chart, Basic+ Chart, Open Chart and Open+ Chart.

Deferred to Spring 2018 in Philadelphia, PA
Deferral carried unanimously

ITEM 181-12: GOLD POINTS AWARDED IN NLM REGIONALS

Purpose: Encourage participation in NLM Regionals and provide equity across NLM events such as NAP and GNT with NLM regionals

Moved that:

The chapter entitled Sectional/Regional Tournament Events, Calculating the Awards, Section C. Regional Regulations – Unrestricted Events, Paragraph 1 in the *Masterpoint Book Rules and Regulations January 2018*, be amended as follows:

C. REGIONAL REGULATIONS - UNRESTRICTED EVENTS

Each full day of an Open Regional must provide at least one championship event that is open to all players. Unlike sectionals, no regional events count concurrent tables in determining their masterpoint awards other than those described below.

1. INTERMEDIATE/NOVICE REGIONALS

Regional tournaments restricted to Non-Life Masters with fewer than 750 masterpoints issue masterpoint awards in their championship events that are 33 ~~25~~% Gold/67 ~~75~~% Red as calculated using the appropriate formulas (General or Knockout).

History: In the fall Board meeting of 2015, the Board increased the percentage award for NLM Regional events from 10% to 25% of that for open regional events. This resulted in an increase of NLM Regional tournaments from 2 in 2014 and 2015 to 8 in 2016 and 11 in 2017. The biggest complaint from participants is the level of Gold point awards.

ITEM 181-13: MASTERPOINT AWARDS AT SECTIONALS WHEN CONCURRENT NLM REGIONALS ARE HELD

Purpose: This motion corrects the unintended consequence of reduced masterpoint awards in an Open Sectional run concurrently with a NLM Regional.

Moved that:

- a. Chapter IX – Section C 5 – Unrestricted Events at Sectionals be amended in the *ACBL Codification*, by adding:

5.3 An open sectional held concurrently at the same location with a masterpoint restricted regional, shall receive credit for simultaneous tables in the NLM Regional.
- b. Chapter X – Sectionals, C. Events/Schedules, Section 3 – Unrestricted Events in the *ACBL Codification*, be amended as follows:

3.1 At regional and sectional tournaments, two session events which are unrestricted in any way (completely open) shall be credited with all tables in play in totally concurrent events (pairs, teams or individual to include tables in play at a concurrent Non-Life Master Regional, but not knockouts or continuous pairs) for the purpose of computing overall awards, up to a maximum total of three times the number of tables in play in the unrestricted event.

c. The chapter entitled Sectional/Regional Tournament Events, Calculating the Awards, Section B. Sectional Regulations – Unrestricted Events and Section B. Sectional Regulations – Unrestricted Events, Paragraph 1 in the *Masterpoint Book Rules and Regulations January 2018*, be amended as follows:

B. SECTIONAL REGULATIONS - UNRESTRICTED EVENTS

At Sectional tournaments, two-session events which are unrestricted in any way (completely open) shall be credited with all tables in play in totally concurrent events (pairs, teams or individual to include tables in play at a concurrent Non-Life Master Regional, but not knockouts or continuous pairs) for the purpose of computing overall awards, up to a maximum total of three times the number of tables in play in the unrestricted event

At Sectional tournaments, Flighted, Stratified and Stratiflighted events count all tables in all flights/strats to determine the number of tables in the unrestricted event (the A Flight or Strat). Two or more concurrent unrestricted events share equally the available restricted tables as above, but not

(Overalls 100% Gold, Section tops Gold, session awards Red at 70% of regional rating)

Flight C: 2 sessions – 15.00 masterpoints
 3 sessions – 17.50 masterpoints
 4 sessions – 20.00 masterpoints

(Overall awards and Section Tops 50% Gold, 50% Red, Session awards Red, 50% of regional rating)

Also, moved that District Stage Awards for GNT on page 25 of the MPBOOK be changed to read as follows:

Championship Flight: 2 sessions – 35.00 masterpoints
 3 sessions – 42.50 masterpoints
 4 session or longer event – 50.00 masterpoints

(Overall awards are Gold. Match awards are 100% regional rated Red)

Flight A: 2 sessions – 30.00 masterpoints
 3 sessions – 35.00 masterpoints
 4 sessions or longer event – 40.00 masterpoints

(Overall awards are Gold. Match awards are Red and 90% of regional rating)

Flight B: 2 sessions – 25.00 masterpoints
 3 sessions – 30.00 masterpoints
 4 sessions or longer event – 35.00 masterpoints

(Overall awards are Gold. Match awards are Red and 70% of regional rating)

Flight C: 2 sessions – 15.00 masterpoints
 3 sessions – 17.50 masterpoints
 4 sessions or longer event – 20.00 masterpoints

(Overall awards are 50% Gold and 50% Red. Match awards are Red and 50% of regional rating)

Also, Moved that the National Finals of Flight C be award 50% Gold/50% Red (currently 1/3 Gold) in both the GNT and NAP.

ITEM 181-15: REGIONAL AT SEA

Purpose: Generate additional revenue by expanding the number of available sanctions for Regionals-At-Sea (RaS). Encourage growth in membership and improvement in member experience by encouraging more members to take RaS cruises.

Moved that:

6.2 The ACBL may sponsor up to ~~four~~ eight RaS per year.

6.3 ~~Three of the four RaS should depart from different geographic “areas.” The areas are defined as East Coast (Atlantic other than Florida), West Coast (Pacific) and Gulf Coast (Gulf of Mexico plus the entire Florida coast.)~~ ACBL Management shall consult on the

scheduling of RaS with Districts that are a point of departure, point of return, or port of call for a RaS and attempt to avoid conflicts with all land-based Regionals.

ITEM 181-16: LOANED REGIONALS

Purpose: To eliminate the possibility for one district to share a regional from its allocation to another district.

Moved that Chapter 9, Section 2, Paragraph 2.10 as shown below be removed:

2.10 A district may join with other districts to co-sponsor a regional or to hold a split regional. If co-sponsored, but held at one site, the tournament will count against one district's allocation. If co-sponsored but held at two different sites the tournament will count against both districts' allocations. A district may, with permission, hold a regional in a contiguous district.

ITEM 181-17: ALLOCATION OF REGIONALS

Purpose: Solve a problem with allocation of Regionals in District 2 due to the creation of a new unit (Unit 255)

Moved that:

District 2 be allocated an additional Regional tournament for 2019.

ITEM 181-18: LIMITED NAP/GNT

Purpose: Allow club to count limited tables in their open game as concurrent tables regardless if the limited game is not of the same masterpoint rating.

Moved that: Section D, Paragraph 4 of the MPBOOK be modified to read:

Open clubs that run open events concurrent with masterpoint restricted events may add the table count from the restricted event to that of their open game for determining the masterpoint awards for the open event. **Note: Even if the limited game is a NAP/GNT club qualifying game, the tables will still count toward the award for the open club masterpoint game.**

BYLAWS

ITEM 181-25: ACBL BYLAWS

Purpose: To Change the ACBL Bylaws to ensure compliance with New York N-PCL and make other technical or conforming changes

Moved that:

The ACBL Bylaws be amended as set out in the attachment.

<http://web2.acbl.org/documentLibrary/about/2018BylawsAmendments.pdf>

ITEM 181-26: BINDING ARBITRATION

Purpose: Update ACBL's binding arbitration agreement

Moved that:

Section 5.1 of Ch. I – Membership, A. Membership be amended as follows and that subsection 5.1.1 be deleted in its entirety:

5.1 Binding Arbitration - In accordance with the ACBL Bylaws, every member in each category of membership shall be subject to binding and compulsory arbitration to settle disputes involving the ACBL and its members providing that any dispute is in any way related to membership in the ACBL, or any action for damages or injunctive relief against the ACBL, or any civil action to reverse, amend, modify or delay enforcement of a disciplinary action by the ACBL, shall be resolved by binding arbitration before the American Arbitration Association. A binding arbitration agreement in conformance with this regulation shall be set forth on the ACBL's website and may be updated from time to time on advice of counsel.

ITEM 181-27: UPDATED WHISTLEBLOWER POLICY

Purpose: Update ACBL's Whistleblower to be compliant with NYS N-PCL §715-b

Moved that:

The Whistleblower Policy in Codification Ch. II – Business Management, A. Finance be revised as follows:

Section 4 – Corporate Compliance and Whistleblower Policy

- 4.1 The ACBL requires directors, officers, ~~and~~ employees and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the ACBL, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws, regulations and internal regulations.
- 4.2 Reporting Responsibility - It is the responsibility of all directors, officers, ~~and~~ employees and volunteers to report any actions taken by or within the ACBL that is illegal, fraudulent or in violation of any adopted policy of the ACBL (hereinafter referred to as "ethics

violations”) or suspected violations in accordance with this Whistleblower Policy.

- 4.3 No Retaliation - No director, officer, ~~or~~ employee or volunteer who in good faith reports an ethics violation shall suffer harassment, retaliation or adverse employment consequence or adverse consequence to the position the director, ~~or~~ officer or volunteer holds. Any person who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or removal from office or position. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within ACBL prior to seeking resolution outside ACBL.
- 4.4 Reporting Violations - ACBL has an open-door policy and suggests that directors, officers, employees and volunteers share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, an employee’s supervisor is in the best position to address an area of concern. If ~~you are an employee is~~ not comfortable speaking with ~~your~~ their supervisor or ~~you are the employee is~~ not satisfied with ~~you’re~~ his/her supervisor’s response, ~~you are the employee is~~ encouraged to speak with someone in the Human Resources Department or anyone in management whom ~~you are the employee is~~ comfortable in approaching. Supervisors and managers are required to report suspected ethics violations to the ACBL’s Compliance Officer, who has specific and exclusive responsibility to investigate all reported violations, or to the Human Resources Manager who must notify the Compliance Officer. For suspected fraud, or when ~~you are an employee is~~ not satisfied or is uncomfortable with following ACBL’s open door policy, ~~individuals that employee~~ should promptly contact ACBL’s Compliance Officer directly. Directors, officers, and volunteers are encouraged to notify the Compliance Officer directly of any suspected ethics violations. ~~When appropriate, the Compliance Officer will notify the Human Resources Manager of reported violations.~~
- 4.5 Compliance Officer -The ACBL’s Compliance Officer is responsible for investigating and resolving all reported complaints and allegations concerning ethics violations and, at his/her discretion, shall advise the Chief Executive Officer and/or the Audit Committee. In conducting such investigations, the Compliance Officer shall, where appropriate, seek the assistance of the Human Resources Manager or other ACBL personnel. The Compliance Officer has direct access to the Audit Committee of the Board of Directors and is required to report to the Audit Committee at least annually on compliance activity. The ACBL’s Compliance Officer is the In-House Counsel of the ACBL.
- 4.6 Accounting and Auditing Matters -The Audit Committee of the Board of Directors shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing. The Compliance Officer shall immediately notify the Audit Committee or, in the alternative, when a conflict exists with the Audit Committee, the President of the ACBL, of any such complaint and work with the Audit Committee or the President until the matter is resolved. Directors, officers, ~~and~~ employees and volunteers may also report any concerns in these areas directly to the Chair of the Audit Committee.
- 4.7 Acting in Good Faith - Anyone filing a complaint concerning an ethics violation or suspected violation must be acting in good faith and have reasonable grounds for believing

the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

4.8 Confidentiality - Ethics Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of ethics violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

4.9 Handling of Reported Violations - The Compliance Officer or the Human Resources Manager will notify the sender, if known, and acknowledge receipt of the reported ethics violation or suspected violation within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation. The person who is the subject of a whistleblower complaint or allegation may not be present at, or participate in, any Board or committee deliberations or vote on the matter relating to that complaint or allegation. However, the board or committee may request that the person who is subject to the complaint or allegation present information as background or answer questions at a committee or Board meeting prior to the commencement of deliberations or voting relating to the matter. If appropriate, the sender will be apprised of the outcome of the investigation. If, after a reasonable period of time the sender believes appropriate action has not been taken by the party to whom the violation was originally reported, he or she may submit another report to one of the other parties listed below.

4.9.1 **ACBL Management Staff:**
Human Resources Director
6575 Windchase Blvd
Horn Lake, MS 38637-1523
(O) 662-253-3100

4.9.2 **Compliance Officer:**
Linda Dunn, Esq.
c/o ACBL
6575 Windchase Blvd.
Horn Lake, MS 38637
(O) 662-253-3182
linda.dunn@acbl.org

4.9.3 **Audit Committee Compliance Officer:**
Audit Committee Chairman

4.10 Annually, the ACBL Audit Committee will provide a dated/reviewed/approved copy of this Whistleblower pPolicy to the Human Resources Director for organizational distribution.

4.11 This Whistleblower Policy shall apply to all directors, officers, employees and volunteers

of the ACBL. It does not apply to any director, officer, employee or volunteer of an ACBL-affiliated District, Unit or other ACBL-affiliated organization. Those organizations are encouraged to adopt their own policies in compliance with governing law.

ITEM 181-28: UPDATED CONFLICT OF INTEREST POLICY

Purpose: Revise ACBL's Conflict of Interest Policy to comply with New York law.

Moved that:

Chapter IV – Board Procedures, A. Administration, Section 8 - Conflict of Interest Policy be revised as follows:

Section 8 - Conflict of Interest Policy

8.1 Purpose.

The purpose of these standards is to provide safeguards to members of the Board of Directors of the American Contract Bridge League (the "League") from: (1) using their Board positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business or other ties; (2) using their Board positions for purposes that are, or give the appearance of being, motivated by a desire to support a non-financial interest for themselves or others such as those with whom they have family, business or other ties; (3) violating their duty to the League by inappropriately disclosing confidential information about the League, and (4) any other acts which may constitute, or may appear to constitute, a conflict of interest. This policy is intended to supplement but not replace the League's bylaws and applicable state and federal laws governing conflicts of interest.

8.2. Financial Interests

8.2.1. No member of the Board of Directors of the League may participate in the selection, award or administration of a contract or other transaction in which he or his immediate family has a direct or indirect ~~F~~financial ~~I~~interest or with whom he is negotiating or has any arrangement concerning prospective employment unless the contract or transaction is determined by the Audit Committee to be fair, reasonable and in the ACBL's best interests. "Immediate family" of any Board member means (1) his or her spouse or domestic partner, (2) his or her ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, or (3) the spouse or domestic partner of his or her brothers, sisters, children, grandchildren, and great-grandchildren.

8.2.2 No member of the Board of Directors may vote on any matter which may directly or indirectly result in financial gain to that individual member or his ~~spouse, child, parent, brother, or sister, by blood or marriage~~ immediate family which may conflict with that member's obligations to another organization or to his employer, it being understood that Board members may vote on matters which have a financial effect

applying equally to all Board members.

8.2.3 The following items are not considered to create a “~~F~~inancial ~~I~~nterest” or a “~~F~~inancial ~~G~~ain” under sections 8.2.1 or 8.2.2:

1. Payment of expenses (either through direct reimbursement, substitute allowances such as per diems or mileage expenses, or provision of free lodging) incurred in connection with attendance at meetings or tournaments where the Director is providing volunteer service;
2. Meals provided in conjunction with meetings and ACBL League District and Unit events;
3. Free entries to ACBL League sanctioned competitions;
4. Souvenirs or commemorative gifts from meetings or competitions;
5. Small gifts of appreciation for service with an aggregate value of less than \$250 per year.

8.3 Non-Financial Interest. A “Non-Financial Interest” shall be defined as an interest, not involving financial gain, which might lead an independent observer reasonably to question whether a Board member’s actions or decisions in connection with the League are influenced by considerations of such outside interest. Non-Financial Interests include, but are not limited to, personal (direct or indirect through relatives and friends), bridge related and professional interests

A Non-Financial Interest shall not exist in connection with a member of the Board of Directors of the ACBL League serving as an officer or director of an ACBL League District, Unit or Conference. Nor shall a Non-Financial Interest be created by a Board Member’s service (whether by appointment or election) on behalf of, or as a representative of, the ACBL League to any other entity or organization, or as a board member or officer of an ACBL League-related foundation such as the Charity Foundation, the Education Foundation and the Foundation for the Preservation of Bridge.

8.4 Annual Statement.

8.4.1 Board members shall annually complete, sign and submit a conflict of interest (COI) statement to the secretary of the League (or its Compliance Officer) identifying any contracts or transactions in which they have an actual or potential financial or non-financial interest that constitutes, or gives the appearance of constituting, a conflict of interest. Any such contract or transaction that arises after the submission of the COI statement must be brought by the Board member to the attention of chair of the Audit Committee, as it arises, and the Audit Committee shall address the documentation and resolution as set forth in section 8.5.2 below.

8.4.2 Newly elected directors shall provide this COI statement prior to assuming their seat on the Board.

8.4.3 A contract or transaction is not required to be disclosed if (1) the contract or transaction or the Board member or a related party's financial interest in the contract or transaction is *de minimus*, (2) the contract or transaction (a) would not customarily be reviewed by the League Board (or boards of organizations similar to the League) in the ordinary course of business and (b) is available to others on the same or similar terms, or (3) the contract or transaction constitutes a benefit provided to a Board member or a related party that is the same benefit provided to all League members. A "related party" means Board member's immediate family or any entity in which a Board member or his immediate family has a thirty-five percent or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest of five percent or more.

8.5 Review of Annual Statements.

8.5.1 The secretary of the League (or its Compliance Officer) must provide a copy of all completed COI statements to the chair of the Audit Committee or, if there is no Audit Committee, to the President. The Compliance Officer will review the COI statements and determine whether any Board member has a financial or non-financial interest, or possible financial or non-financial interest, that constitutes, or gives the appearance of constituting, a conflict of interest and report the results of such review to the Audit Committee in writing.

8.5.2 If a financial or non-financial interest is determined to exist, the Compliance Officer will discuss it with the Audit Committee and the Audit Committee will document the existence and resolution of the conflict in the minutes of the meeting in which such conflict was discussed or voted upon.

8.6 A person with a financial or non-financial interest as defined herein may not be present or participate in Board or committee deliberation or vote on the matter giving rise to such conflict. However, at the request of a majority of the Board, they may be invited to make a brief presentation to the Board or to answer questions for the Board.

8.7 A person with a financial or non-financial interest as defined herein may not make any attempt to influence improperly the deliberation or voting on the matter giving rise to such conflict.

GOVERNANCE/BOARD OPERATIONS

ITEM 181-40: BOARD OF DIRECTORS REIMBURSEMENT

Purpose: To reduce expenses

Moved that:

1) Chapter 4B, Section 2.3 of the ACBL Codification be amended as follows:

2.3 Hotel

2.3.1 Board members (not including the ACBL President or the BoG Chair, who are covered by other sections of this Codification) will be reimbursed for lodging at the ACBL host hotel negotiated room rate ~~incurred~~ beginning with the night before their first officially scheduled meeting and continuing ~~through the night the board meetings conclude; however, if the board member attends the Board of Governors meeting, the reimbursement will extend through the first Saturday night of the NABC.~~ through the duration of the full board meeting. Lodging will not be reimbursed for any-room nights after the conclusion of the board meeting.

No Board member shall be required to attend the BoG meeting.

2) Chapter 4B, Section 2.4 of the ACBL Codification be amended as follows:

2.4.2 Per diem will be paid beginning with the day before the first officially scheduled meeting ~~through either the day of departure or the Sunday of the Board of Governors meeting, whichever is earlier.~~ through the duration of the full board meeting. Per diem will not be reimbursed for any expenses incurred after the conclusion of the board meeting.

ITEM 181-41: TRANSFER UNIT

Purpose: Transfer of Northern Indiana Unit 154 from District 8 to District 12

Moved that:

The petition of ACBL members in Northern Indiana Unit 154 requesting to transfer from District 08 to District 12 be granted.

ITEM 181-42: EXECUTIVE COMMITTEE

Purpose: To update the Codification to reflect current practices

Moved that:

Codification Chapter IV – Section D – Committees – Section 1 Standing Committees
Paragraph 1.1.5 Meetings (*of the Executive Committee*) be amended as follows:

1.1.5 Meetings (*of the Executive Committee*)

1.1.5.1 Meetings may be called by the president or by a majority of the voting members of the committee. Meetings (and therefore voting) may be held only in person or by conference call.

1.1.5.2 A majority of the voting members of the committee will constitute a quorum.

1.1.5.3 Notice to all members of the Board of Directors and alternates of the committee should be delivered by email, telephone, first class mail, facsimile transmission, or in person at least 72 hours in advance, if possible. Meetings may be called on shorter notice at the discretion of the president or a majority of the committee. There will be a stated time limit for the committee members to respond to the notice. The notice will include a statement of the purposes of the meeting, and a statement of whether the Executive Committee will be meeting in “regular” or “executive” session. If the Executive Committee is meeting in regular session, the notice to all Board Members should include all material that is going to be presented to the Executive Committee, so Board Members can provide input to their respective zone representatives. If the Executive Committee is meeting in executive session, the notice should contain only non-confidential material. Confidential material shall be presented to the Executive Committee at its meeting. The business transacted at such meeting will be limited to those stated purposes. Committee members will acknowledge receipt of notice as soon as possible and each zone representative will attempt to gather input from his constituents prior to the meeting.

1.1.6 Reporting: If the Executive Committee met in regular session, the minutes of the Executive Committee will be submitted to the Board of Directors within 14 days of the conclusion of the Executive Committee meeting. If the Executive Committee met in executive session, the minutes of the Executive Committee will be submitted, in an executive session, to the Board of Directors at the next Board of Director’s meeting.

NABC REVIEW

ITEM 181-51: ADJUSTMENTS TO THE SPRING NABC SCHEDULE

Purpose: Deferred from San Diego Fall 2017 Meeting

Moved that:

The following changes be made to the Spring NABC schedule:

- The Lebhar IMP Pairs will move from the first Friday and Saturday to the first Sunday and Monday, and,
- A new NABC Open Pairs event will be played the first Friday and Saturday. Conditions of Contest for this event will be the same as for other four-session open pair events. An event name is to be determined.

Effective immediately

Deferred to Spring 2018 in Philadelphia, PA

Deferral carried unanimously

ITEM 118-52: NABC START TIMES

Purpose: To change the evening default starting time at NABC's from 7:30 p.m. to 7:00 p.m.

Moved that:

Codification Chapter VIII, Section D, Paragraph 1.2 be amended as follows:

1.2 The default starting times for the prime-time sessions at NABC's for all events are 1 p.m. and 7:~~30~~ p.m. After consultation with district and unit officials when circumstances (e.g., not many walking-distance restaurants of all types and insufficient cab service available) warrant, management may set the above times to either 1 p.m. and 7:30 p.m. or 1 p.m. and 8 p.m. Should management elect to institute the latter times, the ACBL Board of Directors will be informed 6 months before the NABC. Any other starting times are subject to ACBL Board of Directors approval.