

Appeals & Charges

Item 113-02: Chapter IV. D.

Chapter IV.D. of the Codification be amended as follows:

1.5.4 Disciplinary Hearing - When a disciplinary hearing is held before the Appeals and Charges Committee, the following rules will apply:

1.5.4.1 When witnesses are being heard, ~~all Board members are permitted to be present, but~~ only members of the Appeals and Charges Committee and assigned staff are permitted to be present. Only members of the Appeals and Charges Committee will ask questions of the witnesses or otherwise participate directly in the proceedings.

1.5.4.2 All findings, conclusions and recommendations of the Appeals and Charges Committee will be made by vote of only the members of the committee.

Item 113-03: Code of Disciplinary Regulations

2.1.6 Except for ACBL Management in accordance with CDR 2.2.5, none of the disciplinary bodies noted in CDR 2.2 has jurisdiction over the club's manager or staff based on actions taken in pursuit of their club activities unless the action is brought by ACBL

2.1.7 Except for CDR 2.1.1 (d) ~~and 2.1.6~~, units, districts and ACBL have no original jurisdiction over *behavior at* club sponsored games. If the unit, district or ACBL is the sanction holder, club manager or club board of directors, the unit, district or ACBL has the same jurisdiction and authority *over behavior* as any other sanction holder, club manager or club board of directors.

Item 113-04: Change to CDR

CDR 2.1.1(d) is amended to read as follows:

"(d) Persons participating in a club sponsored ACBL sanctioned event held within the Unit's geographical boundaries relating to (i) complaints of alleged cheating by use of signals, other unauthorized information, other forms of cheating, or serious breaches of ethics or (ii) allegations that such complaints were made in an inappropriate manner."

Bridge

Item 113-25: Subjective Seeding in the Vanderbilt

The Subjective Seeding method be approved on a trial basis for the 2012 Vanderbilt Knockout Teams at the Spring NABC in Memphis. The subjective seeding method to be used is as follows:

SUBJECTIVE SEEDING IN THE VANDERBILT

For the 2012 Vanderbilt, the event will be seeded objectively (according to the “New Seeding Rules”), and then (experimentally) re-seeded subjectively by a “Subjective Seeding Committee*”

The process is summarized below:

After the Director-in-Charge determines a team’s average Seeding Points (SPs) in accordance with the “New Seeding Rules,” and before shuffling in groups, the Subjective Seeding Committee will review the team’s placement in the bracket. The Committee may ask the opinions of other players.

The Committee cannot change the seeding group of teams seeded in the top 16. Teams 17-20 may be moved down one “shuffling group.” Teams 21 and up can be moved up or down one “shuffling group,” but teams in the bottom shuffling group can only be moved up one group. The shuffling groups are 17-20, 21-24, 25-28, 29-32, then in groups of 8 through team 64, then in groups of 16. For example, a team in the 29-32 group could become seeded 33-40, or become seeded 25-28. For every team changed, another team must be moved reciprocally to replace it.

Any seeding change would be made before shuffling, and require a majority* vote of the committee. (Three members constitute a majority.)

Item 113-26: Life Master Requirement

For the purpose of Rank advancement a player having more than 500 Platinum masterpoints will be deemed to have attained the rank of Life Master.

Item 113-27: Online Masterpoints used for Rank Advancement

The Masterpoint Ranks be amended as follows:

For Rank advancement requirements restrictions on the use of Online points will be removed from the requirements.

Specifically:

These restrictions will be removed:

- For Club Master remove the words ", no more than 15 from online play"
- For Sectional Master remove the words ", no more than 25 from online play"
- For Regional Master remove the words ", no more than 40 from online play"
- For NABC Master remove the words ", no more than 70 from online play"
- For Advanced NABC Master remove the words ", no more than 100 from online play"
- For Life Master pre January 1, 2010 remove the words ", no more than 100 from online play"
- For Life Master after January 1, 2010 remove the words ", no more than 165 from online play"
- For Bronze Life Master, Silver Life Master, Gold Life Master, Diamond Life Master, Emerald Life Master, Platinum Life Master, and Grand Life Master remove the words ", no more than 1/3 from online play"

Item 113-28: Requirement for Achieving Additional Life Master Rankings

For Rank advance higher than Life Master the requirements be changed as follows:

- Silver Life Master: Replace "A Life Master with 1000" with "A Life Master with (a) over 1000 masterpoints, including (b) no fewer than a combination of 200 silver, red, gold, or platinum points"
- Gold Life Master: Replace "A Life Master with 2500" with "A Life Master with (a) over 2500 masterpoints including (b) no fewer than a combination of 500 silver, red, gold, or platinum points"
- Diamond Life Master: Replace "A Life Master with 5000" with "A Life Master with (a) over 5000 masterpoints, including (b) no fewer than a combination of 250 gold or platinum points and (c) no fewer than a combination of 1000 silver, red, gold or platinum points."
- Emerald Life Master: Replace "A Life Master with 7500" with "A Life Master with (a) over 7500 masterpoints, including (b) no fewer than a combination of 500 gold or platinum points and (c) no fewer than a combination of 1500 silver, red, gold or platinum points."
- Platinum Life Master: Replace "A Life Master with 10 000" with "A Life Master with (a) over 10 000 masterpoints, including (b) no fewer than 100 platinum points, (c) no fewer than a combination of 750 gold or platinum points, and (d) no fewer than a combination of 2000 silver, red, gold or platinum points."
- Grand Life Master: Replace "A Life Master with 10000" with "A Life Master with (a) over 10 000 masterpoints, including (b) no fewer than 100 platinum points, (c) no fewer than a combination of 750 gold or platinum points, and (d) no fewer than a combination of 2000 silver, red, gold or platinum points"

These changes will apply to all players who attained Life Master after 1989. These changes will not cause any player to lose the rank which he or she has obtained as of December 31, 2011. In addition, each player who has obtained the rank of Life Master or higher as of December 31, 2011, will not have to fulfill the new 2012 rank advancement

requirements to obtain the next higher rank advancement. However, all players will be required to fulfill the new 2012 rank advancement requirements for any further rank advancements beyond the first advancement achieved after January 1, 2012."

Example: A current Silver Life Master on December 31, 2011 would retain the current requirements for Gold Life Master, but would need to fulfill the new requirements for Diamond Life Master.

Item 113-29: Grand Life Master Qualification

A player who has been suspended for a total of 120 days or more for CDR Ethics Violations, as described in Appendix B of the ACBL CDR, will be considered ineligible to be awarded the rank of Grand Life Master, even if the other requirements are satisfied. The total days can be the result of one or multiple ethics infractions.

If such a player has redeemed himself sufficiently through substantial contributions to the bridge community and the demonstration of exemplary behavior, that player may apply for reconsideration by the National Ethical Oversight Committee and the ACBL Board of Directors. This application cannot occur earlier than 5 years from the date of award denial. Additional provisions for award qualification shall be at the discretion of the ACBL Board of Directors.

Item 113-30: Knockout Team Requirements

When a knockout event is on the schedule for 4 sessions, the directors will assure that all participants participate in brackets that require 4 sessions to complete, unless there are fewer than 9 teams total entered in the entire field.

Specifically, a team entry of 17 or fewer teams will play in a single bracket. If more than 17 teams are entered, each bracket must have at least 9 teams.

Conditions of Contest

Item 113-40: Conditions of Contest

The 2012 – 2013 Conditions of Contest are approved.

Item 113-41: Women's KO

A 2-day Swiss Qualifying or RR be added to the format for the women's KO to be held the first two days of the event and to award event seeding points which would impact placement in the KO phase.

Referred to the Competitions and Conventions Committee and Deferred to the Fall 2011 NABC meeting in Seattle, WA

Item 113-42: Modification of C of C for Vanderbilt and Spingold Team Events

The modifications suggested by Ron Klinger (as published in the Louisville Daily Bulleting) are accepted.

Item 113-43: Condition of Contest NAP 2012 - 2013

The 2012-2013 North American Pairs Conditions of Contest be amended as follows:

Appendix IV of the 2012-2013 North American Pairs Conditions of Contest be amended to provide for half red, half black masterpoint awards for club stage qualifying at invitational clubs in this event. Club Stage qualifying games at invitational clubs would still receive 80% of the sectional rate for flight A, 60% of the sectional rate for Flight B, and 45% of the sectional rate for Flight C.

Item 113-44: Alert Chart

Item 112-49 Alert Chart be amended:

A. Conventions and Competitions Committee Suggestions – Alert Chart

Remove the requirement to Alert a cheapest club bid response over a natural NT opener or overcall, ~~regardless of response structure~~ which asks for a 4-card or longer major suit. Rebids by notrump bidder which are different from standard (such as "Puppet Stayman") would still be Alertable.

Amend the definitions of natural openers to include a 1C opener on specifically 4432 with 2 clubs and 4-4 in the majors.

Governance

Item 113-85: Chapter IV. B. of the Codification

Moved that:

Chapter IV. B. of the Codification be amended as follows:

Section 1 - ACBL President Expenses

The image of the ACBL is paramount in all of the activities of the president. In keeping with such premise, the following statement of policy sets forth the duties, responsibilities and restrictions by which the president will be guided.

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1.8 Per diem will be paid to the President and traveling companion per 2.4 below.

1.9 Travel to and from the NABC will be paid for up to two individuals acting as hosts at the president's suite during an NABC. Three quarters of this expense will be charged to Board expenses and one-quarter to president's expenses.

Item 113-86: Chapter I A Memberships

Chapter I A. Memberships of the Codifications be replaced with the following revised chapter.

CHAPTER I - MEMBERSHIP

A. MEMBERSHIP

Section 1 - Application for ACBL Membership

1.1 New Member

- 1.1.1 Any person may apply for ACBL membership in accordance with administrative procedures established by Management.
- 1.1.2 The membership application for each individual shall include a provision requiring disclosure of any prior discipline by any other bridge organization for a new member. Failure to disclose such discipline shall be grounds for suspension or expulsion from the ACBL.
- 1.1.3 New members that have had memberships in other bridge organizations or continue to hold membership in other bridge organizations **MUST** report both that affiliation and the rank achieved. Failure to report these will

result in loss of any points or titles won that were not won in open events. Such new members will not be eligible for events or races that are below the comparable rank that they have achieved in other organizations.

1.2 Renewal or Reinstatement

- 1.2.1 Any person may apply for ACBL renewal or reinstatement of ACBL membership in accordance with administrative procedures established by Management.
- 1.2.2 The membership application for each individual shall include a provision requiring disclosure of any prior discipline by any other bridge organization and of any since the last renewal. Failure to disclose such discipline shall be grounds for suspension or expulsion from the ACBL. Management may grant such an application unless there is cause to refer the application to the ACBL Appeals and Charges Committee to conduct a hearing (the “Hearing”) and render a decision on the application.
- 1.2.3 Causes for referral by Management include, but are not limited to, previous expulsion from ACBL or previous expulsion or suspension from another bridge organization or a non-ACBL bridge event.
- 1.2.4 The Hearing shall be conducted in accordance with the procedures set forth in the ACBL Code of Disciplinary Regulations for disciplinary hearings. The decision of the Appeals and Charges Committee shall be final and shall be reported promptly to the Board of Directors.
- 1.2.5 The Appeals and Charges Committee shall make one of the following decisions:
 - 1.2.5.1 Accept the person’s membership application.
 - 1.2.5.2 Deny the person’s membership application with instructions that this person shall not be permitted by Management to join ACBL for a specified period of time or indefinitely. The committee may also prohibit the person from playing as a non-member in any ACBL sanctioned event that has a sectional or higher ranking.
 - 1.2.5.3 Deny the application with permission to reapply after a specified time. The Committee may instruct Management upon such reapplication, if any, to:
 - (a) accept the application without referral if there has been no new cause for referral; or
 - (b) refer the reapplication to the Appeals and Charges Committee for a second hearing.

The Committee may also prohibit the person, upon reapplication, from playing as a non-member in any ACBL sanctioned event which has a sectional or higher ranking.

1.2.5.4 Management shall maintain a record of applicant names per the above.

1.3 Renewal Fees

1.3.1 When members pay their renewal fees within 90 days of their expiration date, the term for which they are paid up will begin from the date that their membership originally expired.

1.4 Former Members who Rejoin ACBL

1.4.1 No member, having once achieved an ACBL Masterpoint ranking, may thereafter participate in any event, or receive any award, intended for players of a lower ranking, except as specifically authorized in other ACBL regulations.

Section 2 - Definitions and Rights of ACBL Membership

2.1 Membership Rights

In accordance with Article III, 3.2 of the ACBL bylaws, the following voting rights, term, characteristics, rights, limitations and obligations shall attach to all classes of membership as follows:

2.1.1 Shall have the right to vote in any election in which the general membership is the electorate as long as he or she is a member in good standing;

2.1.2 Shall have an obligation to adhere to the rules and regulations of the ACBL;

2.1.3 Shall have such limitations as imposed by rules and regulations of the ACBL or actions of an ACBL disciplinary body;

2.1.4 Shall be able to run for an elected ACBL position as long as he or she is 18 years of age or older, and there are no other age requirements for the position.

2.2 Classes of Membership

In addition to those rights and obligations listed in Section 2 1 above and in accordance with Article III, 3.2 of the ACBL bylaws, the following voting rights, term, characteristics, rights, limitations and obligations shall attach to each class of membership as follows:

2.2.1 General Member:

2.2.1.1 Shall be a member as long as dues are current.

2.2.2 Life Master:

2.2.2.1 Shall be a member through the member's life time.

2.2.2.2 Shall be required to remit an annual service fee in order to receive the following services.

- a. Receive official publication of ACBL.
- b. Participate in some ACBL-sanctioned events.
- c. Receive any subsidy or remuneration from ACBL.
- d. Participate in and receive recognition for achievement in Masterpoint races.
- e. Have an article published on the ACBL web site or in its official publication.

2.2.3 Life Member:

2.2.3.1 Those members who had attained the rank of Life Master prior to January 1, 1996, and who have continuously maintained their membership since that time by the payment of annual service fees. The rights and obligations of Life Members are the same as those for Life Masters.

2.2.4 Honorary Member:

2.2.4.1 Shall have free entries to NABC events for one year.

2.2.4.2 Shall have a BULLETIN article and picture on the BULLETIN cover.

2.2.4.3 Shall have a letter of congratulations from the ACBL Board of Directors signed by the President.

2.2.5 Junior Member:

2.2.5.1 Shall be a member as long as dues are current;

2.2.6 Patron Member:

2.2.6.1. Dues (in US dollars)

a. Individual = \$250

b. Household = \$350

2.2.6.2 Management will add check-off boxes for \$10 (or other) contributions to the ACBL or Canadian Charity Foundations and ACBL Educational Foundation to the Patron Member Membership and Renewal Form.

2.2.6.3. Benefits as below:

- a. Advance hotel reservations at host hotel at NABCs.
- b. Daily Bulletin delivered to the member's room at the NABC host hotel.
- c. Upon request, a complimentary set of Daily Bulletins from all three North American Bridge Championships.
- d. Express entry for Patron Members only at NABCs.
- e. A gift certificate of \$50 in merchandise (\$75 certificate for a patron household membership) for any patron member renewal or initial sign-up at the new membership rate. The certificate may be used to purchase merchandise from Baron Barclay.
- f. Upon request, a complimentary subscription to the World Bridge News.
- g. A special ACBL membership badge that identifies this member as a Patron Member.
- h. A special drawing for ACBL Patron Members only to win an opportunity to play with a top bridge star at a Educational Foundation game during an NABC.
- i. Fifty percent (50%) discount off the price of a ticket (household 50% off of two tickets) to the Hall of Fame Dinner.
- j. Patron Members cocktail party in the President's Suite at NABCs.
- k. Free membership in Hertz Corporation's #1 CLUB Gold.
- l. Names published annually in the Bridge Bulletin.

2.2.6.4 Management may at its discretion, from time to time eliminate or add benefits as it determines appropriate.

2.2.7 School Lesson Membership

2.2.7.1 Students under the age of 19 who are graduates of, or enrolled in, a School Bridge Lesson Series program funded by the ACBL and/or the ACBL Educational Foundation are eligible to become ACBL members at significantly reduced rates.

2.2.8 Century Club

2.2.8.1 Century Club will be established for members who reach 100 years of age and an appropriate mention will be made in the Bridge Bulletin of this achievement.

2.3 Definition of Member in Good Standing

2.3.1 An ACBL member shall be deemed to be in “good standing” when such member's dues, if dues are required, are current and such member is not currently:

- a. expelled,
- b. serving a term of suspension,
- c. serving indefinite probation,
- d. serving a probation the initial term of which was twenty-four or more months
- e. serving a term of probation following a suspension, the initial term of which was in excess of ninety days.

2.3.2 A member who is not in good standing as defined herein shall not be entitled to:

- a. Serve in any elected or appointed position in ACBL.
- b. Receive any subsidy from ACBL.
- c. Participate in and receive recognition for achievement in Masterpoint races.
- d. Receive recognition for achievement in Masterpoint rankings on the ACBL web site or in its official publication.
- e. Have an article published on the ACBL web site or in its official publication.

2.3.3 ACBL Life Masters who are delinquent in their dues or service fees shall not be eligible to write Bridge Bulletin columns, give lectures or engage in similar paid or voluntary employment by the ACBL.

2.3.4 In order to participate in a Nationally-rated event at an NABC, a person must be an ACBL member whose service fee or dues is current.

Section 3. - Residency

- 3.1 Members of the ACBL belong to the Unit in which they reside.
- 3.2 If a member desires to belong to a Unit in which he/she does not reside, the member must specifically make this request in writing (e-mail is permissible) to the ACBL stating the Unit of preference and the reasons for the request. Further, if the Unit is not in the same District as where he/she resides, both Districts must approve the membership in the other District.
- 3.3 The following are some of the reasons why a member would be given permission to belong to a Unit outside the District of residence. To warrant consideration, a player should meet at least two of the six reasons listed:
 - a. Plays at least once a month in a club in that Unit.
 - b. Attends STaCs or Sectionals in that Unit at least twice a year.
 - c. Attends The annual Unit dinner and/or annual membership meeting.
 - d. Participates in Unit Special events.
 - e. Serves on the Unit Board and/or Unit committees.
 - f. Serves on the District Board and/or District committees.
- 3.4 The membership approval granted by a District in which the member does not reside may be reviewed by that District from time to time to assure the above criteria continue to justify non-residency membership.
- 3.5 Members who have multiple residences may choose to remain a permanent member of one of the units in which they reside.

Section 4 - Readmission

- 4.1 Members in good standing who resign from the ACBL shall not be required to apply to the ACBL Board of Directors for readmission. No adverse implication shall attach to such a resignation. A "member in good standing" is one against whom no discipline is in force, and/or no disciplinary proceeding pending.
- 4.2 Former member Masterpoints
 - 4.2.1 A former member who has not paid dues for over 90 days, and has become a non-member, is entitled to pay dues that were due and owing for whatever period of time he had non-member status (this payment may be

for only those years in which the non-member won points and for which the non-member wishes to pay).

- 4.2.2 Any former member who reinstates for a three –year period will have all unrecorded Masterpoints credited at no charge. All Masterpoints earned during the non-member period for which payment is received will be recorded to the extent possible.
- 4.2.3 Any member who pays his dues within 90 days after his membership paid-through date shall have his Masterpoints recorded free of charge, such dues payment credited from the original paid-through date, and no break in membership recorded.

Section 5 - Disputes

- 5.1 Binding Arbitration - In accordance with the ACBL bylaws (Article III), every member in each category of membership shall be subject to regulations established by the Board of Directors establishing binding and compulsory arbitration to settle disputes involving the ACBL and its members,
 - 5.1.1 Any dispute which is in any way related to membership in the American Contract Bridge League (ACBL), or any action for damages or injunctive relief against the ACBL, or any action to reverse, amend, modify or delay enforcement of a disciplinary action by the ACBL, regardless of the facts or the legal theories which may be involved, shall be resolved by binding arbitration before the American Arbitration Association (AAA) by a single arbitrator in accordance with the Commercial rules of AAA in effect at the time the arbitration proceeding is initiated. The arbitration hearing shall be held in the AAA's Southeast Case Management Center, located at 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345 or at such other location as the parties may agree in writing. The arbitrator shall prepare in writing an award which includes the legal and factual reasons for the decision. The parties shall divide equally the costs of the arbitration and shall pay their respective attorney fees and expenses, but the arbitrator may assess all such costs and the prevailing party's attorney fees and expenses to the non-prevailing party in the arbitration award. The provisions of the Federal Arbitration Act shall apply to arbitration between the ACBL and its members.
- 5.2 Civil Actions vs. ACBL by Members
 - 5.2.1 Any ACBL member who files a civil action (which may or may not result in arbitration) or submits a dispute to arbitration for damages (the "action") against the ACBL shall be automatically suspended from the ACBL upon the occurrence of any of the following (this does not apply to

civil actions brought by ACBL employees for anything concerning their ACBL employment):

- a. a judgment in the action which is favorable to the ACBL;
- b. a dismissal of the action by the court with or without prejudice;
- c. failure by the ACBL member to prosecute the action for any consecutive six month period after filing of the action
- d. a settlement of the action which does not specifically waive the provisions of this paragraph.

5.2.2 Such suspension shall be lifted only upon the occurrence of one of the following:

- a. payment by the ACBL member of costs incurred in the action by the ACBL, its officers, agents, representatives and insurers
- b. resolution by the ACBL Board of Directors absolving the ACBL member of payment of such costs. "Costs incurred in the action" shall mean all lawyers fees and expenses, witness fees and expenses, court costs and other costs related to the defense of the action. The ACBL Board of Directors or its designee, the Appeals and Charges Committee, shall make all determinations and decisions relating to the case by case implementation of this paragraph.

Item 113-87:Rescinded Motions for Chapter 1. A. of the Codification

The following motions from Chapter I A of the Codified Minutes are hereby rescinded:

Resignation of ACBL Membership (772-4) (942-6)

A member who resigns his/her membership in the ACBL to avoid possible disciplinary action may not thereafter participate in any National, District, Unit, sanctioned game or other ACBL activity, including but not limited to, (i) acting as non-playing captain, (ii) kibitzing any game or event, (iii) being physically present at the site of a tournament, (iv) participating in the corporate or business affairs of any ACBL affiliated organization.

Further, no application for readmission may be considered before five years from the date of resignation and thereafter only once a year. The Board of Directors may impose such conditions upon readmission as it deems appropriate. (*Superseded by 081-03*)

Former Members Who Rejoin ACBL (842-4) No member, having once achieved an ACBL Master Point ranking, may thereafter participate in any event, or receive any award, intended for players of a lower ranking, except as specifically authorized in other ACBL regulations. (*Obsolete*)

Life Member Status (952-66)

The status of Life Member is abolished for (1) those who join ACBL on or after January 1, 1996, (2) former members who rejoin ACBL on or after January 1, 1996, having never become Life Members, (3) all Life Members who resign and after January 1, 1996, who seek to rejoin ACBL. These members, upon meeting the same qualifications and requirements as established by the Board of Directors to become Life Members, shall be reclassified instead as Life Masters upon ratification by a majority vote of the Board of Governors. In all other respects, Life Masters shall have the same rights and privileges as Life Members. *(See A.2.2.3.1)*

Holding Unit for Certain Unpaid Life Members (971-46) (053-30)

Once a month, Management will notify each affected unit and district of all (1) Life Members who have moved out of a unit to an unknown location and (2) unpaid Life Members who have had no contact with ACBL for the previous two years. Unless informed to the contrary, each such Life Member will be transferred into a special holding unit not associated with any of the 25 districts. A list of the Life Members who have been so transferred will be sent each year to the appropriate units and districts. *(See A.1.5)*

Membership Benefits (002-194)

It shall be the policy of the ACBL that ACBL Life Masters from Zone II NCBOs who are delinquent in their dues or service fees shall not be eligible to write bulletin columns, give lectures or engage in similar paid or voluntary employment by the ACBL. *(See A.2.3.3)*

ACBL Members' Civil Actions vs ACBL (012-44) (033-48)

Commencing August 1, 2001, any ACBL member who files a civil action (which may or may not result in arbitration) or submits a dispute to arbitration for damages (the "action") against the ACBL shall be automatically suspended from the ACBL upon the occurrence of any of the following (this does not apply to civil actions brought by ACBL employees for anything concerning their ACBL employment):

- (a) a judgment in the action which is favorable to the ACBL;
- (b) a dismissal of the action by the court with or without prejudice;
- (c) failure by the ACBL member to prosecute the action for any consecutive six month period after filing of the action; or
- (d) a settlement of the action which does not specifically waive the provisions of this paragraph.

Such suspension shall be lifted only upon the occurrence of one of the following:

- (a) payment by the ACBL member of costs incurred in the action by the ACBL, its officers, agents, representatives and insurers; or
- (b) resolution by the ACBL Board of Directors absolving the ACBL member of payment of such costs. "Costs incurred in the action" shall mean all lawyers fees and expenses, witness fees and expenses, court costs and other costs related to the defense of the action. The ACBL Board of Directors or its designee, the Appeals and Charges Committee, shall make all determinations and decisions relating to the case by case implementation of this paragraph. *(See A.5.2)*

Member's Unit Affiliation (013-246)

- A. Management will actively publicize a snowbird's option to remain a permanent member of one of the units in which he resides.
- B. Management will provide and publicize a simple procedure for recording this choice.
(*Obsolete*)

NABC+ Events Eligibility (031-50)

In order to participate in a Nationally-rated event at an NABC, a person must be an ACBL member whose service fee or dues is current. (*See A.2.3.4*)

Binding and Compulsory Arbitration (032-60) **Now A 5.1 & 5.1.1 On rescind list**

In accordance with the ACBL bylaws (Article III), every member in each category of membership shall be subject to regulations established by the Board of Directors establishing binding and compulsory arbitration to settle disputes involving the ACBL and its members,

- A. The following policy is adopted.

BINDING ARBITRATION

Any dispute which is in any way related to membership in the American Contract Bridge League ("ACBL"), or any action for damages or injunctive relief against the ACBL, or any action to reverse, amend, modify or delay enforcement of a disciplinary action by the ACBL, regardless of the facts or the legal theories which may be involved, shall be resolved by binding arbitration before the American Arbitration Association ("AAA") by a single arbitrator in accordance with the Commercial rules of AAA in effect at the time the arbitration proceeding is initiated. The arbitration hearing shall be held in the AAA's Southeast Case Management Center (located at 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345) or at such other location as the parties may agree in writing. The arbitrator shall prepare in writing an award which includes the legal and factual reasons for the decision. The parties shall divide equally the costs of the arbitration and shall pay their respective attorney fees and expenses, but the arbitrator may assess all such costs and the prevailing party's attorney fees and expenses to the non-prevailing party in the arbitration award. The provisions of the Federal Arbitration Act shall apply to arbitration between the ACBL and its members.

- B. Management is instructed to implement and publicize this policy as soon as possible.
(*See A.5.1 and 5.1.1*)

Membership Residency (032-75) (062-32) **Now A 3 through 3.4 on rescind list**

Members of the ACBL belong to the Unit in which they reside. If a member desires to belong to a Unit in which he/she does not reside, the member must specifically make this request in writing (e-mail is permissible) to the ACBL stating the Unit of preference and the reasons for the request. Further, if the Unit is not in the same District as where he/she resides, both Districts must approve the membership in the other District.

The following are some of the reasons why a member would be given permission to belong to a Unit outside the District of residence.

To warrant consideration, a player should meet at least two of the six reasons listed:

1. Plays at least once a month in a club in that Unit.
2. Attends STaCs or Sectionals in that Unit at least twice a year. Chapter 1, A.5
3. Attends the annual Unit dinner and/or annual membership meeting.
4. Participates in Unit special events.
5. Serves on the Unit Board and/or Unit committees.
6. Serves on the District Board and/or District committees.

The membership approval granted by a District in which the member does not reside may be reviewed by that District from time to time to assure the above criteria continue to justify non-residency membership. (*See A.3 through A.3.4*)

Renewal Fees (042-142)

When members pay their renewal fees within 90 days of their expiration date, the term for which they are paid up will begin from the date that their membership originally expired.

(*See A.1.3.1*)

Patron Member (042-143)

A. The following items are rescinded: 941-54, 973-67, 003-22

B. Patron Membership Status

1. Dues (in US dollars)
 - a. Individual = \$250
 - b. Household = \$350
2. Benefits as below:
 - a. Advance hotel reservations at host hotel at NABCs.
 - b. Daily Bulletin delivered to the member's room at the NABC host hotel.
 - c. A complimentary set of Daily Bulletins from all three North American Bridge Championships.
 - d. Express entry for Patron Members only at NABCs.
 - e. A gift certificate of \$50 in merchandise (\$75 certificate for a patron household membership) for any patron member renewal or initial sign-up at the new membership rate. The certificate may be used to purchase merchandise from Baron Barclay.
 - f. A complimentary subscription to the World Bridge News.
 - g. A special ACBL membership badge that identifies this member as a Patron Member.
 - h. A special drawing for ACBL Patron Members only to win an opportunity to play with a top bridge star at a Educational Foundation game during an NABC.
 - i. Fifty percent (50%) discount off the price of a ticket (household 50% off of two tickets) to the Hall of Fame Dinner.
 - j. Patron Members cocktail party in the President's Suite at NABCs.
 - k. Free membership in Hertz Corporation's #1 CLUB Gold.
 - l. Names published annually in The Bridge Bulletin. Chapter 1, A.6

Management may at its discretion, from time to time eliminate or add benefits as it determines appropriate. (See A.2.2.6)

Century Club (051-24)

A Century Club will be established for our members who reach 100 years of age, and an appropriate mention will be made in the Bulletin of this achievement. (See A.2.2.8)

Member in Good Standing (962-04) (973-13) (052-02) (093-76)

Definition of "Member in Good Standing"

An ACBL member shall be deemed to be in "good standing" when such member's dues, if dues *are* required, are current and such member is not currently:

expelled,
serving a term of suspension,
serving indefinite probation,
serving a probation the initial term of which was twenty-four or more months or
serving a term of probation following a suspension, the initial term of which was in excess of ninety days.

A member who is not in good standing as defined herein shall not be entitled to:

- a. Serve in any elected or appointed position in ACBL.
- b. Receive any subsidy from ACBL.
- c. Participate in and receive recognition for achievement in masterpoint races.
- d. Receive recognition for achievement in masterpoint rankings on the ACBL web site or in its official publication.
- e. Have an article published on the ACBL web site or in its official publication.

(See A.2.3)

Classes of ACBL Membership (052-27)

In accordance with Article III, 3.2 of the ACBL bylaws, following voting rights, term, characteristics, rights, limitations and obligations shall attach to each class of membership as follows:

General Member:

1. Shall be a member as long as dues are current;
2. Shall have the right to vote in any election in which the general membership is the electorate as long as he or she is a member in good standing;
3. Shall have an obligation to adhere to the rules and regulations of the ACBL;
4. Shall have such limitations as imposed by rules and regulations of the ACBL or actions of an ACBL disciplinary body;
5. Shall be able to run for an elected ACBL position as long as he or she is 18 years of age or older, and there are no other age requirements for the position.

Life Member:

1. Shall be a member through the member's life time;
2. Shall have the right to vote in any election in which the general membership is the electorate as long as he or she is a member in good standing;

3. Shall have an obligation to adhere to the rules and regulations of the ACBL;
4. Shall have such limitations as imposed by rules and regulations of the ACBL or actions of an ACBL disciplinary body;
5. Shall be able to run for an elected ACBL position as long as he or she is 18 years of age or older, and there are no other age requirements for the position;
6. Shall be required to remit an annual service fee in order to receive the following services:
 - a. Receive official publication of ACBL.
 - b. Participate in some ACBL-sanctioned events.
 - c. Receive any subsidy or remuneration from ACBL.
 - d. Participate in and receive recognition for achievement in masterpoint races.
 - e. Have an article published on the ACBL web site or in its official publication.

Honorary Member:

1. Shall be a member through the member's life time;
2. Shall have the right to vote in any election in which the general membership is the electorate as long as he or she is a member in good standing.
3. Shall have an obligation to adhere to the rules and regulations of the ACBL;
4. Shall have such limitations as imposed by rules and regulations of the ACBL or actions of an ACBL disciplinary body;
5. Shall be able to run for an elected ACBL position as long as he or she is 18 years of age or older, and there are no other age requirements for the position;
6. Shall be exempt from the payment of dues or service fees during his or her life time and shall continue to receive all services throughout his or her term of membership.

Junior Member:

1. Shall be a member as long as dues are current;
2. Shall have the right to vote in any election in which the general membership is the electorate as long as he or she is a member in good standing;
3. Shall have an obligation to adhere to the rules and regulations of the ACBL;
4. Shall have such limitations as imposed by rules and regulations of the ACBL or actions of an ACBL disciplinary body;
5. Shall be able to run for an elected ACBL position as long as he or she is at least 18 years of age. (*See A.2.2*)

Application for ACBL Membership (052-28) (092-07)

Any person may apply for ACBL membership or renewal or reinstatement of ACBL membership in accordance with administrative procedures established by Management. Management may grant such an application unless there is cause to refer the application to the ACBL Appeals and Charges Committee to conduct a hearing (the "Hearing") and render a decision on the application. (*See A.1.1.1*)

Causes for referral by Management include, but are not limited to, previous expulsion from ACBL or previous expulsion or suspension from another bridge organization or a non-ACBL bridge event. . (See A.1.2.3)

The Hearing shall be conducted in accordance with the procedures set forth in the ACBL Code of Disciplinary Regulations for disciplinary hearings. The decision of the Appeals and Charges Committee shall be final and shall be reported promptly to the Board of Directors. . (See A.1.2.4)

The Appeals and Charges Committee shall make one of the following decisions:

1. Accept the person's membership application.
2. Deny the person's membership application with instructions that this person shall not be permitted by Management to join ACBL for a specified period of time or indefinitely. The committee may also prohibit the person from playing as a non-member in any ACBL sanctioned event that has a sectional or higher ranking.
3. Deny the application with permission to reapply after a specified time. The Committee may instruct Management upon such reapplication, if any, to: (a) accept the application without referral if there has been no new cause for referral; or (b) refer the reapplication to the Appeals and Charges Committee for a second hearing. The Committee may also prohibit the person, upon reapplication, from playing as a non-member in any ACBL sanctioned event which has a sectional or higher ranking. . (See A.1.2.5. through A.1.2.5.4)

The membership application for each individual shall include a provision requiring disclosure of any prior discipline by any other bridge organization for a new member, and of any since the last renewal for renewing members. Failure to disclose such discipline shall be grounds for suspension or expulsion from the ACBL. Management shall establish and maintain a list of names of people who it will refer as above should a person placed on the list submit an application as above. . (See A.1.2.2)

Patron Membership (062-108)

Management will add check-off boxes for \$10 (or other) contributions to the ACBL or Canadian Charity Foundations and ACBL Educational Foundation to the Patron Member Membership and Chapter 1, A.9 Renewal Forms. . (See A.2.2.6.2)

Item 113-88: Transfer of Units 394 and 398 from District 18 to District 20

- A. Unit 394, Boise, transfer from District 18 to District 20.
- B. Unit 398, Nampa-Caldwell, transfer from District 18 to District 20.

Item 113-89: Volunteer of the Year

The President's Volunteer of the Year (see ACBL Handbook, Appendix F) be renamed the Nadine Wood ACBL Volunteer of the Year.

Marketing/Juniors

Item 113-130: Junior Fund Money

Item 051-121 is rescinded: Monies raised from Junior Fund games will be available for all junior activities. The first \$50,000 or the amount collected annually, whichever is less, will be given in July of the following year to the USBF to fund Junior Team Activities.

Item 113-131: Teacher Stipend

A teacher must be a current ACBL member in good standing in order to receive the ACBL School Bridge Program Teacher Stipend.

Tournament

Item 113-55: 2012 – 2013 Youth NABCs

1. The Summer 2012 Youth NABC to be held July 19 – 21 at the Marriott, in Philadelphia PA is approved.
2. The Summer 2013 Youth NABC to be August 2 – 4 at the Hyatt Regency in Atlanta, GA is approved.
3. Future Youth NABCs may be held at Management's discretion.

Full Board

Item 113-159: GNT Entry Fees - Reconsideration

The Board of Directors reconsiders Item 112-44 GNT Entry Fees: The ACBL will waive all entry fees for the NABC final GNT events.

Item 113-160: Masterpoints (112-153) – Second Reading

- I. The awards for NABC Championships, Section III of the Masterpoint Award Regulations, are to be modified as follows:

Open Pairs (no other event, four sessions) changed from 130 to 125.

Red Ribbon Pairs changed from 70 to 60.

Canadian Open Pairs Championships changed from 75 to 65.

Women's KO Teams changed from 140 to 120.

US Women's Bridge Championship changed from 140 to 120.

Senior Team Trials changed from 50 to 120.

Canadian Senior Team Championships changed to 60 masterpoints, instead of being computed by the general formula.

~~Super Senior Pairs changed to 50 masterpoints, instead of being computed by the general formula.~~

Senior Mixed Pairs (new: An initial award of 60 masterpoints for Seattle, to be reviewed.

- II. ~~—The minimum number of boards for a club game not restricted by masterpoints is changed from 18 to 20 boards (the tournament minimum is 21). Also,~~ The Reduction Factor for club (& online) games not restricted by masterpoints of fewer than 20 boards will be 60%. Currently the minimum for club games receiving a full award is 18 boards and the reduction factor is 80%.

Item 113-161: Strength of Field Formula (112-154) – Second Reading

A Strength of Field (SOF) formula shall be implemented for Regional and Sectional Pair and Swiss Team games. Implementation of the SOF formula will be subject to full board approval of detailed specifications to be delivered to the Board on or before November 1, 2011 meetings.

The Strength of Field committee will continue the development of a SOF award system. This system is to be implemented as early as January 1st, 2012, subject to necessary changes being made to the current or new ACBLscore program.

The Strength of Field committee is directed to deliver a full set of specifications no later than November 1, 2011.

The first year after implementation, the Masterpoint committee may make adjustments to the formula if and when it becomes clear that the new formula is having an unintended effect. Such adjustments are approved by this motion and do not require additional Board action.