

CHAPTER III – ADMINISTRATION OF OPERATIONS

A. UNITS

Section 1 – Unit Jurisdiction and Relationship to ACBL

- 1.1 The geographical area within which the Unit shall have jurisdiction shall be such area as is presently or may in the future be assigned to it by the Board of Directors of the ACBL.
- 1.2 The relationship between ACBL and each of its chartered Units is that of independent organizations.
- 1.3 Unit Agreement. The application for and acceptance of a charter constitutes an agreement to the following:
 - 1.3.1 Units of the ACBL are authorized by and accountable to the ACBL Board of Directors and ACBL management in the operation of sanctioned bridge activities by means of a charter process.
 - 1.3.2 Units must be organized and operated in accordance with the purposes of the ACBL.
 - 1.3.3 They must comply with ACBL Bylaws, rules and regulations, as well as with all governmental (national, state, provincial and local) laws, rules and regulations. Failure to comply may result in censure, suspension, expulsion or other discipline in accordance with regulations established by the ACBL Board of Directors.
 - 1.3.4 The relationship of the ACBL to each of its chartered Units is that of an independent organization. This relationship shall not create any association, joint venture, partnership or agency relationship of any kind between a Unit and the ACBL.
 - 1.3.5 Unless expressly agreed to in writing, neither party is authorized to incur any liability, obligation or expense on behalf of the other, to use the other's monetary credit in conducting its activities, or to represent to any third party that either is an agent of the other.
 - 1.3.6 A Unit warrants that it is incorporated as a nonprofit corporation in good standing, or that it is an unincorporated association in good standing, as defined by the state or other government authority in which the Unit has its primary place of business, and that it shall remain in good standing.

- 1.3.7 A Unit shall support the mission, vision, goals and objectives of the ACBL as appropriate to the Unit.
- 1.3.8 A Unit accepts and acknowledges that it has been granted a conditional charter under the authority of the ACBL. Further, this Unit accepts and acknowledges that the privileges granted to the Unit under this conditional charter may be withdrawn according to the rules and regulations of the ACBL.
- 1.3.9 A Unit shall bear sole and complete responsibility and liability for its financial affairs. On an annual basis, any excess of Unit revenues over expenditures shall remain under the control of this Unit. This Unit also shall bear sole and complete responsibility for any deficit of Unit revenues over expenditures.
- 1.3.10 By acceptance of its portion of membership dues reimbursement, each existing chartered Unit shall re-affirm its agreement to the above.
- 1.3.11 ACBL management is authorized require, at its discretion, business between the ACBL and Units to be conducted electronically.
- 1.3.12 Units do not have the right to fix dues, whether in the form of assessments or otherwise.

Section 2 – Unit Requirements, Privileges and Responsibilities

- 2.1 A Unit functions as an organization chartered by ACBL, which, in accordance with its charter, supervises and promotes many, but not all, aspects of ACBL bridge within its boundaries. It has the exclusive right to conduct all Sectionals held within its territory. In addition, it may obtain sanctions from ACBL to organize and conduct other games such as Unit Championships, Unit-wide games, Unit charity games and extended team events, as well as club games.
- 2.2 Unit Requirements – A Unit must meet the following ACBL requirements to receive and maintain its ACBL charter:
 - 2.2.1 Hold an annual membership meeting.
 - 2.2.2 Produce a written annual financial statement and make it available to its District Director and any of its members upon request.
 - 2.2.3 Adopt bylaws that are consistent with those of ACBL and file a copy with the ACBL. On request, ACBL will provide copies of typical Unit bylaws.

- 2.2.3.1 It is ACBL policy that Unit bylaws and any subsequent amendments, deletions or additions be approved by the Unit's membership.
 - 2.2.4 Conduct at least one Sectional tournament every two years. (A waiver, for cause, may be granted by the District.)
 - 2.2.5 Elect a Unit board of directors in accordance with its bylaws.
 - 2.2.6 Select a designated Unit Electronic Contact (UEC).
 - 2.2.7 Designate a member to serve as a liaison with the ACBL for the purpose of furthering educational programs.
 - 2.2.8 Units are strongly urged to conduct an annual audit of their financial records. If an external audit by an independent professional is deemed too expensive, it is recommended that Units appoint an internal audit committee to, as a minimum, verify cash and cash equivalents and test major income and expense items.
 - 2.2.9 No ACBL employee may serve on Unit boards as voting members nor may they serve as proxies to vote at a Unit meeting.
- 2.3 Unit Privileges – As an organization chartered by ACBL, the Unit has certain privileges. The Unit receives a share of ACBL membership fees as established by the ACBL Board of Directors and may:
- 2.3.1 Conduct up to 24 Unit Championship sessions per year.
 - 2.3.2 Hold up to four Sectional-rated charity sessions per year.
 - 2.3.3 Run games on behalf of ACBL and/or the District where there is a void.
 - 2.3.4 Participate in elections for District Director, First Alternate Director, Second Alternate Director and Board of Governors Representative.

- 2.3.5 Units will receive 11% of full dues payments and Life Master Service Fees paid by their members.
- 2.4 Unit Activities - A Unit is encouraged to carry out the following:
 - 2.4.1 Conduct Sectional tournaments; conduct Regional and/or NABC tournaments when authorized by the District.
 - 2.4.2 Perform basic marketing functions as established by the ACBL Board of Directors.
 - 2.4.3 Encourage people to conduct ACBL-sanctioned club games within the Unit.
 - 2.4.4 Promote the development and enrollment of bridge players as members of the ACBL.
 - 2.4.5 Promote an interest in duplicate bridge by providing a continuous and attractive program of bridge events to supplement those offered by clubs with sanctioned games.
 - 2.4.6 Cooperate with the District and ACBL in the promotion of District-wide and ACBL-wide tournaments.
 - 2.4.7 Establish and maintain amicable relations with neighboring Units, the District and Conferences, thus fostering cooperation on matters of mutual interest.
 - 2.4.8 Select people to fill the positions of Education Liaison, Tournament Coordinator and Intermediate/Newcomer Coordinator.
 - 2.4.9 Conduct other activities in keeping with its purposes.
- 2.5 Loss of Unit Status and Privileges
 - 2.5.1 Units must comply with the requirements set forth in subsection 2.2 above. Failure to do so will result in an initial penalty of the withholding of a Unit's share of membership dues and service fee rebates until it is in compliance with this regulation. Continuation of non-compliance may result in further action up to and including revocation of the Unit's charter.

Section 3 – Unit Formation, Boundary Change or Dissolution

- 3.1 The following actions require that the opinion of the affected membership about a proposed change be expressed through petition or a special election conducted by the ACBL via online voting. A special election may be requested by a 5% or 50 (whichever is fewer) of the members residing in the affected area.

- 3.1.1 The formation of a new Unit.
 - 3.1.2 The movement of part of a Unit to another Unit or a Unit from one District to another.
 - 3.1.3 The consolidation of two or more Units (or parts thereof).
- 3.2 Forming a New Unit
- 3.2.1 There must be at least 100 current ACBL members in the geographical area of the proposed new Unit and, also, the area must contain satisfactory facilities for the hosting of at least one Sectional tournament annually.
 - 3.2.2 A petition or special ballot must be drafted containing the specific geographical boundaries and zip codes of the proposed new Unit.
 - 3.2.3 Such a geographical area may not isolate any “islands” of ACBL members from their Unit of affiliation.
 - 3.2.4 The petition must only contain signatures and ACBL member numbers of current ACBL members residing in the geographical area set forth in the petition.
 - 3.2.5 The reason for requesting the formation of the new Unit should be specified.
 - 3.2.6 Any interested party has 30 days from the end date of the petition to request a copy of the signatures provided to the ACBL and to provide any names and numbers included on that petition that they wish to protest to the ACBL. The ACBL will then verify the membership status of those protested individuals. All signatures not protested will be considered valid. If the number of valid signatures proves to be a majority of the ACBL membership in the area requesting a change of status, the following will occur:
 - a. The Units involved will be advised of receipt of the petition and their approval of the petition will be requested.
 - b. Approval of both the District organization and the District Director will be sought.
 - c. The final decision rests with the ACBL Board of Directors, in whose name all Unit charters are issued.

- 3.2.7 If a Unit is divided so as to form a second Unit, assets of the original Unit are subject to division on an equitable basis. If an equitable division of assets cannot be reached voluntarily by the parties and mediation by the District fails, both parties shall submit to binding arbitration. All costs for the arbitration process shall be paid for from Unit funds.
- 3.2.8 After the ACBL has denied a request to form a new Unit, the affected members may not begin the circulation of another petition for a new Unit for at least six months.
- 3.2.9 In the case of a special election, all current ACBL members with a registered email address with no failed delivery residing in the affected geographical area will be included as an elector. All ballots will be sent via email. The end date of the election will be 14 days from the date on which the ballot is sent. A reminder will be sent to all electors who have not voted after seven days. A majority of the members with a registered email address with no failed delivery voting in favor of the proposed Unit boundary change will place the issue before the ACBL Board of Directors.

3.3 Unit Transfers and Boundary Changes

- 3.3.1 The procedures outlined in subsections 3.3.2 through 3.3.9 below shall be followed by ACBL Management in all cases where groups of 100 or more members request transfer from one Unit/District to another. When groups of fewer than 100 members request transfer, ACBL Management need not consult the Board of Directors when approving or disapproving the request and may follow whatever procedures it deems appropriate, including following the steps outline in subsections 3.3.2 through 3.3.9 below and consulting with the Board of Directors. **(Effective July 14, 2020)**
- 3.3.2 In general, areas for transfer from one Unit to another should follow postal code boundaries. An area seeking to transfer to an adjacent Unit must include all postal code boundaries between the proposed area for transfer and the existing area of the Unit being joined. It is not permitted to transfer an area to a Unit if such transfer would create an island.
- 3.3.3 A majority of the current ACBL members living in the area to be transferred must sign a petition expressing their wishes to be transferred. In the case of a special election, all current ACBL members with a registered email address residing within the affected geographical area will be included as an elector. All ballots will be sent out via email. The end date of the election will be 14 days from the date on which the ballot is sent with a reminder going out to all electors who have not voted after seven days.
- 3.3.4 The petition must state the reasons for the proposed transfer and must include the addresses and ACBL player number of those members signing.

- 3.3.5 The boundaries of the proposed area of transfer must be included on the petition as well as all postal codes in the proposed area to be transferred.
- 3.3.6 The petition must include a beginning date for the first circulation of the petition. All signatures on the petition must be obtained within six months of this beginning date.
- 3.3.7 Any interested party has 30 days from the end date of the petition to request a copy of the signatures provided to the ACBL and to provide any names and numbers included on that petition that they wish to protest to the ACBL. The ACBL will then verify the membership status of those protested individuals. All signatures not protested will be considered valid for the purposes of assuring that a majority of the ACBL members in the proposed area of transfer has signed the petition requesting a transfer of Unit affiliation.
- 3.3.8 The ACBL will contact the parent Unit, the Unit of proposed affiliation, the District Organization and the District Representative to the ACBL Board of Directors seeking the opinion of each regarding the proposed transfer. Should all parties agree that it is in the best interests of all concerned to effect the proposed transfer, the ACBL will take the necessary steps to make the change including ACBL Board of Directors approval. All parties will be informed of the effective date of transfer and new Charters distributed. Should either the Unit or the District Organization disagree as to the proposed transfer, the matter will be referred to the ACBL Board of Directors for final disposition.
- 3.3.9 After the ACBL Board of Directors has denied a request to grant a Unit Merger, Unit Boundary Change, or Unit Change of District, the affected Unit may not begin the circulation of another petition for a Unit Merger, Unit Boundary Change, or Unit Change of District for at least six (6) months.
(Effective March 15, 2015)

3.4 Unit Dissolution

- 3.4.1 If a Unit chooses to dissolve it should take the following steps:
 - 3.4.1.1 Notify the ACBL and the appropriate District Director of its intent to dissolve.
 - 3.4.1.2 Apprise ACBL of all Unit assets and liabilities.
 - 3.4.1.3 Apprise ACBL of one of the following:
 - a. With which Unit (or Units) the dissolving Unit wishes to merge.
 - b. To which other Units the Unit members wish to be reassigned.

c. That there is no preference for reassignment.

3.4.2 Assets of the Unit will be distributed according to relevant law.

3.5 Resignation of a Unit Board

3.5.1 If there is no effective governing body of a Unit, whether because of suspension, expulsion, revocation of charter, resignation of the Unit board, refusal to act, or for any other reason, the Executive Director of the ACBL shall appoint an Administrator or an Administrative Board to conduct Unit business, to provide for custody of the Unit's assets, and to arrange for the resumption of the conduct of the Unit's affairs by a properly elected board of directors.

Section 4 – Unit Games and Tournaments

4.1 Tournaments

4.1.1 Units bear the full responsibility for Sectional tournaments sanctioned to them, regardless of the actual individual or group undertaking management functions.

4.1.2 Sponsoring organizations are required to pay to the Director-in-Charge all funds due the ACBL at the conclusion of the tournament.

4.2 Games

4.2.1 Any Unit holding a regularly sanctioned Newcomer game is permitted to conduct a Newcomer Membership Game on the same basis as any other sanctioned club.

4.2.2 A qualified Unit may combine with another qualified Unit to hold a combined Unit-wide game. The game will be charged against the quotas of each Unit. Unit-wide championships may be conducted as stratified events.

4.2.3 A Unit that is late in reporting Unit-wide games or Unit special games will be notified that ACBL has not received the report and the monies due. Failure to submit the reports and monies due may subject the Unit to late fees and/or all subsequent Unit games may be suspended until the appropriate report and monies are received at ACBL headquarters.

4.2.4 A minimum of five tables is required at each site for Unit-wide games.

4.2.5 A playing director is permitted at Unit Championships that do not have combined site overall awards and have fewer than 17 tables with no more than one section.

- 4.2.6 The Unit may run games on behalf of ACBL and/or the District where there is a void.
 - 4.2.7 At sponsor option, all sites may be required to use identical hands.
 - 4.2.8 All clubs within a Unit that have an expectation of an adequate number of tables, that are operating in conformance with ACBL regulations, and who have not proven consistently unreliable regarding submitting report forms and monies due for such games, must be allowed to participate when a Unit Championship or a Unit-wide, District-wide, or ACBL- wide event is scheduled on a day for which the club is sanctioned. For Unit Championships, Unit Charity Championships and District Charity Championships, a club may participate if it holds a sanction for the day without regard to the session sanctioned. If a club holds multiple session sanctions, it is limited to one Championship per day. ACBL-wide, District-wide, and Unit-wide events shall be limited to designated sessions.
- 4.3 Extended Team Games
- 4.3.1 A Unit is entitled to hold three Sectional-rated (black points) extended team events per year. Extended is defined for this purpose as requiring at least three sessions of 24 boards each to complete. These events may be played with or without a qualifying stage, but a qualifying stage may not award overall masterpoints — only match awards. Some examples of formats for extended team play are: single-elimination KO, double-elimination KO, Swiss qualifying to either type of KO, round robin-qualifying to either type of KO, extended Swiss, extended round robin, and other types.
 - 4.3.2 Should a Unit wish to hold a one-day qualifying event which awards overall masterpoints and also qualifies teams into an extended event, they may use one of their Unit Championship entitlements (Unit Championship-rated) for the qualifying stage and then use an extended-team sanction entitlement for the final stage.
 - 4.3.2.1 For such a combination of stages, the number of teams in the extended event is based on the number of teams actually qualified and entered into the extended stage — not the number of teams in the qualifying stage.
 - 4.3.3 Should a Unit wish to hold an extended event with overall awards, which also qualifies teams into another extended event with its own overall awards, it may do so by using two of its extended event entitlements. Each event must meet the length requirements and the number of teams in the second event is based as outlined above.