

Information on the New ACBL Bylaws

The ACBL board passed CDR (Code of Disciplinary Regulations) changes in January of 2022 that established the IBA (Institute for Bridge Arbitration) as the body that will hear all high-level discipline cases and appeals of lower-level cases. It has taken more than a year for the IBA to incorporate, produce rules, training materials and train arbitrators. They are now ready to begin hearing cases.

In the current ACBL bylaws all ACBL member disputes are required to go to arbitration administered by the American Arbitration Association. The ACBL codification has recently been changed, replacing the AAA (American Arbitration Association) with the IBA as the Arbitration panel in bridge cases. Panels provided by AAA don't have experience in the game of bridge. Panels provided by IBA are all bridge experts. The Bylaws that you will be voting on establish the IBA as the arbitration panel that will hear all ethical matters and establish the rules for arbitration.

The Advisory Council Anti-Cheating Commission has expressed concerns about the length of time that it has taken to implement the new disciplinary system and the passing of the bylaws will be one of the final steps needed to implement an automated system and clean up the online game.

I have heard concerns about these bylaw changes from some members of the Advisory Council and would like to provide some clarification.

Why Arbitration?

Using Arbitrators as the hearing panels instead of EOC or OEOC will give the ACBL protection against potential future lawsuits. Under the Federal Arbitration Act, if an arbitration decision ultimately goes to court, any court review is based only on the fairness of the process. The court will not review the bridge evidence, just make a determination that the accused player received a fair and unbiased hearing. If a suit resulted from an EOC or OEOC decision, the ACBL does not have that same protection.

Ratifying these bylaws will provide important protection for our members' assets.

“We should give our players the freedom to go to court – not force arbitration on them”

The new bylaw changes don't add arbitration. The existing bylaws already state that ACBL members are subject to binding and compulsory arbitration.

The bylaw changes will only strengthen the position of the IBA as the arbitration panel that will hear bridge-related cases. Under the old bylaws all cases went to the American Arbitration Association (AAA). It is almost impossible to find an arbitrator who is a member of AAA that understands the complexities of the game of bridge, making it almost impossible for players to get a fair hearing using AAA panels.

Under the new bylaws, the IBA panels that will be hearing ethical matters will be composed of bridge experts who have been trained as arbitrators, giving our members a fairer hearing because the arbitrators will understand the game of bridge.

“Indigent bridge players won’t be able to put up the \$900 arbitration costs if they wish to appeal their conviction”.

Players who have been proven to be cheating are cheating. It is unfair to spend our members’ money to give cheaters a second day in court. If the cost is minimal for the convicted player, it will send too many cases to arbitration and slow the process of restoring integrity to the online game.

If a player appeals a case to the IBA, the arbitration panel can agree to refund all of the money that the player paid to go to arbitration. This will happen if it was found that the accused was innocent and then the cost for the innocent player would be zero.

“Why does this need to be done now?”

In six months, the Board of Directors will be down to thirteen members. Under the current disciplinary structure all cases heard of the EOC and OEOC are reviewed in their entirety by the Appeals and Charges Committee of the ACBL Board of Directors. With a reduced number of board members we will not be able to review the number of cases generated.

Below are the Bylaw changes to Article III and Article XII – New language is underlined.

ARTICLE III MEMBERSHIP AND FEES

Bylaws Motion: Move that Article III be amended and Article XII be added.

Article III:

3.5 Arbitration. The following shall be subject to binding and compulsory arbitration in cases and controversies involving ACBL: all members, including members not in “good standing”; former members raising any issue related to their time as members; and non-members entering or participating in any ACBL-sponsored competition or otherwise availing themselves of the services of ACBL.

This Section shall serve as sufficient notice of compulsory arbitration to all ACBL members as may be required by any court of law. The ACBL may provide notice of such compulsory arbitration through other methods. Specifics regarding arbitration are found in Article XII of these Bylaws.

ARTICLE XII
ARBITRATION

12.1 Arbitration. For purposes of this Article, the members and ACBL agree that both duplicate bridge competition under ACBL auspices and the general operations of ACBL constitute “commerce” of an interstate or foreign nature as defined in Section 1 of the Federal Arbitration Act, 9 U.S.C. §1, and that, in relation to all disputes subject to arbitration under this Article otherwise subject to Canadian, Mexican, or Bermudian law, as a matter of contractual choice of law, the Federal Arbitration Act shall apply, including time limitations for review or confirmation of arbitration awards.

12.2 Procedure. Where any part of this Article provides for arbitration, arbitration shall be conducted exclusively under the rules of the Institute for Bridge Arbitration or, if such rules are for any reason not in existence or not, even by analogy, applicable to a particular controversy subject to arbitration, under the U.S. Federal Rules of Civil Procedure construed to address the arbitration context, e.g., references to "judge", "court", “jury”, or "jury trial” shall be understood as meaning "arbitrator(s)" or "arbitration panel" as the case may be.

12.3 Exhaustion of Internal Processes. After the exhaustion of internal processes, including review by the Appeals and Charges Committee if available, any disciplinary matter as between the League or any subsidiary agency, committee, or official on the one hand and any member on the other, shall be subject to arbitration as provided in this Article.

12.4 Ethical Matters. Any dispute concerning a disciplinary determination arising under Part 301 of the Code of Disciplinary Regulations (or any replacement), as adopted by the Board of Directors and as amended from time to time thereafter, shall be arbitrated before a panel of three (3) arbitrators assigned by the Institute for Bridge Arbitration.

12.4.1 Scope of Arbitration.

12.4.1a When Internal Disciplinary Process Has Occurred.

When a disciplinary hearing and determination has been initially made by the Ethical Oversight Committee, the Online Ethical Oversight Committee, a District Disciplinary Committee, or any duly authorized disciplinary committee, the arbitrators’ review shall be limited to whether

(1) the determination was procured by corruption, fraud, or undue means;

(2) there was evident partiality or corruption in the adjudicators, or any of them;

(3) the adjudicators were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy, or of any other misbehavior by which the rights of any party were substantially prejudiced; or

(4) the adjudicators exceeded their powers, or so imperfectly executed them that a proper decision upon the subject matter submitted was not made.

The established principles of harmless error shall apply.

If satisfied that any of grounds (1)-(4) have been clearly established and that such error(s) is (are) not harmless, the arbitrators shall remand for a new determination, and may additionally direct that one or more of the initial adjudicators shall not participate in further proceedings, and the arbitrators, in their discretion, may retain jurisdiction to review the remand proceedings. If no grounds (1)-(4) have been clearly established, the arbitrators shall confirm the determination.

12.4.1b Where Internal Disciplinary Process Has Not Occurred. Where a disciplinary hearing and determination have not been initially made by the Ethical Oversight Committee, the Online Ethical Oversight Committee, a District Disciplinary Committee or any duly authorized disciplinary committee, the arbitrators' shall, on the basis of the competent evidence submitted, and after applying the test of comfortable satisfaction, render a written award determining all matters in dispute.

12.5 Costs and Fees.

12.5.1a Initial Costs and Fees. The party invoking arbitration shall initially be obligated to pay associated costs and fees.

12.5.1b Arbitrators' Authority Over Costs and Fees. The arbitrators may, in their discretion, direct that either party shall pay, or reimburse the other party for having paid, all or any portion of the associated costs and fees. The arbitrators may also, in their discretion, require either party to pay all or any portion of the other party's reasonable attorney fees relating to the arbitration, whenever the arbitrators determine that any issue or argument was raised or asserted without substantial basis in law or fact. For purposes of this Bylaw, "reasonable attorney fees" shall be evaluated according to the standards utilized by the United States federal courts for cases applying 42 USC §1988.

12.5.1c Payment of Costs and Fees Prerequisite to Reinstatement: Whenever a member of ACBL is required by the arbitrators to pay any costs or fees, including attorney fees, such costs or fees must be paid in order for such member to seek reinstatement (if expelled), or to regain good standing and the restoration of membership rights (if suspended or placed on probation).

12.6 Venue. The arbitrators shall designate a place for the arbitration to be conducted, which may be virtual, and shall be reasonably convenient to the parties and witnesses.

12.6.1a Virtual Hearings. When arbitration is to be conducted virtually, any location shall be deemed “reasonably convenient to the parties and witnesses.”

12.6.1b Approved Locations. The site of a North American Bridge Championship, during such event, or a location within ACBL Headquarters or within a 10 mile radius thereof, shall also be deemed “reasonably convenient to the parties and witnesses”.

12.7 Conduct and Administrative Matters. Any dispute concerning a disciplinary determination arising under Parts 302, 303 or 304 of the Code of Disciplinary Regulations (or their replacements), as adopted by the Board of Directors and as amended from time to time thereafter, shall not be subject to arbitration unless the Board of Directors shall, by a 2/3 vote, so provide by regulation.