

APPEALS AND CHARGES COMMITTEE

Stephani (C), Overby (VC)

Carman, Hennings, Liddy, Rowe, White

Staff: Gordon

Item 212-01: Report on Hearings

In the matter of David and Mary McCarron, the Committee approved a Negotiated Resolution entered into by the parties and ACBL management in which they admitted a violation of CDR § 301(A)(2): Collusive Cheating: Other. They agreed to a Suspension of 180 days followed by a Probation of 2 years and a forfeiture of all Masterpoints won from 5/1/20 until the effective date of the discipline. They will be Members “Not in Good Standing” during the length of their Probationary period.

In the matter of John Moore and Roxann Swenson, the Committee upheld the finding of the OEOC Panel that they violated CDR 3.20: Cheating and other Ethical Violations. The Committee also upheld, by a vote of 5-2, the discipline recommended by the OEOC Panel. Accordingly, they will be Suspended for 4 years, followed by a 10-year Probation period, a condition of which will be a prohibition of playing with each other in any event. The Committee also removes 25% of each party’s total masterpoint holding. They will be Members “Not in Good Standing” during the length of their Probationary period.

APPEALS AND CHARGES COMMITTEE

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Original Motion

Item 212-02: CDR Revision

Moved that:

The following revisions be made to the CDR:

Definitions

ACBL activity

Any ACBL sanctioned event (including parking lots, elevators, communal areas, restaurants and hotels at or around the location of the activity), ACBL (or affiliated organizational) meetings, or other activity conducted for ACBL purposes

Administrative violation

“Administrative” violations are actions or behaviors in an ACBL activity described in §§ 303 et. seq.

Conduct violation

“Conduct” violations are actions or behaviors in an ACBL activity described in §§ 302 et. seq.

Mail

“Mail” shall mean service by first class mail or email, request of delivery receipt required.

2. JURISDICTION OF DISCIPLINARY BODIES

203. PRIVILEGED COMMUNICATIONS

Any communication that occurs during the meeting of an ACBL Body (as defined below), which relates to matters that have been, are or might reasonably become subjects of business for that particular body, is privileged.

(A) “Privileged” shall mean that the communication may not be used as the basis for any Complaint under this CDR or other ACBL Regulations.

(B) “ACBL Body” includes the Board of Directors, any ACBL Foundation Board and any ACBL committee or sub-committee appointed by the ACBL President, the ACBL Board of Directors or any ACBL Board member. It shall also include the Board of Governors, any District or Unit Board within ACBL and any duly appointed or elected District or Unit committee or sub-committee.

3. GROUNDS FOR DISCIPLINE

301. CHEATING AND OTHER ETHICAL VIOLATIONS

(A) **First Degree Ethical Violations.** The following actions constitute First Degree Ethical Violations:

(1) *Collusive Cheating: Signaling.* “Collusive Signaling” is the exchange or transmission of information, through encoded signals or otherwise, between an agreement, whether implicit or explicit, made between two or more people, at least one of whom is a contestant, ~~to exchange or pass information~~ in any manner not expressly permitted by Law 73. The information need not be actually used by a player to prove a Violation under this section. This section includes agreements made by persons who are not partners or contestants, including, but not limited to kibitzers or teammates.

(2) *Collusive Cheating: Online.* “Online Collusive Cheating” is the exchange or transmission of information between two or more people, at least one of whom is a contestant in an online bridge competition, in any manner not expressly permitted by Law 73. The information need not be actually used by a player to prove a Violation under this section. This section includes agreements made by persons who are not partners or contestants, including, but not limited to kibitzers or teammates.

[(A)(2)-(6) relettered as (A)(3)-(7) but otherwise unchanged]

302. CONDUCT VIOLATIONS

...

(B) **Second Degree Conduct Violations.** The following actions constitute Second Degree Conduct Violations:

...

(8) Refusing to play against another player, pair or team duly entered in the event without a medical excuse. A violation of this section shall require immediate disqualification of the player, pair or team so refusing to play from further participation in the event and the forfeiture of any masterpoints earned by the player, pair or team in the event. Such refusal shall also be referred to the Recorder’s Office for the determination as to whether additional disciplinary action is appropriate. Refusing to play against another player or team

303. ADMINISTRATIVE VIOLATIONS

(B) **Second Degree Administrative Violations.** The following actions constitute Second Degree Administrative Violations:

....

(12) Submitting false information (including information concerning COVID vaccination status or other health information) to the ACBL (or affiliated organizations) unrelated to bridge competition or event eligibility.

[(B)(12) relettered as (B)(13) but otherwise unchanged]

304. VIOLATIONS OF ACBL DISCIPLINARY PROCEDURES OR AGAINST ACBL OFFICIALS

....

~~(D) **Improper conduct Toward ACBL Official or Disciplinary Body.** A charge under this section requires improper conduct toward any ACBL Official or Disciplinary Body in performance of their ACBL duties or functions. The recommended discipline for a finding that a person has committed a violation of this section is up to 30 days Suspension, with an appropriate term of Probation not less than 180 days following the term of suspension.~~

(D) **Improper Conduct in ACBL Official Activities.** A charge under this section requires improper conduct toward any ACBL Official or Disciplinary Body in performance of their ACBL duties or functions or in ACBL (or affiliated organizational) official activities. This includes highly inappropriate behavior not rising to the level of sexual harassment, including but not limited to lewdness, harassment not of a sexual nature, or highly inappropriate attire. The recommended discipline for a finding that a person has committed a violation of this section is 30-180 days Suspension, with an appropriate term of Probation not less than 180 days following the term of Suspension.

305. AUTOMATIC PROBATION AND AUTOMATIC SUSPENSION BY ACBL MANAGEMENT

~~(A) **Policy.** A person upon whom discipline (other than a Reprimand) has been imposed twice in accordance with CDR § 401 within a twenty four (24) month period shall be automatically placed on Probation for two (2) years (“Automatic Probation”) by ACBL Management. Such automatic discipline imposed because of multiple offenses shall be consecutive to the imposition of the original discipline.~~

~~A violation of such Automatic Probation shall result in automatic Suspension for sixty (60) days (“Automatic Suspension”) by ACBL Management (which shall suspend any Probation until such Suspension has been served) plus such additional disciplines, up to and including Expulsion, as may be determined by the Appeals and Charges Committee. At the meeting of the Appeals and Charges Committee to determine such additional discipline, if any, the Disciplined Person is entitled to be present (i) in person, (ii) through a qualified representative or (iii) by telephone to discuss the case.~~

~~Such Automatic Suspension imposed because of violation of the Automatic Probation shall be consecutive to the imposition of the original discipline, except~~

~~that any Probation must be served following all Suspensions. (See also CDR § 501(O).)~~

~~(B) **Violation of Automatic Probation.** For purposes of CDR § 305(A), a violation of Automatic Probation is deemed to have occurred when a person who is then under Automatic Probation violates an ACBL Regulation and is disciplined as a result of such violation, *unless* that new discipline is subsequently reversed by an appellate body and, in the event of any further hearing(s), no further discipline is imposed.~~

4. PROCEDURES FOR IMPOSITION OF DISCIPLINE

401. ADMINISTRATIVE RESOLUTIONS

(A) **Sexual Harassment.** If at any time during the investigation of an Incident, it becomes apparent that it may involve a person's sexual harassment of an employee of ACBL, its Districts, or Units, the matter shall be immediately forwarded, in writing, to ACBL Management for action:

(1) Pursuant to the Workplace Harassment Policy set forth in the ACBL Employee Handbook, ACBL Management shall expeditiously investigate the matter referred and

(a) if a determination is made that there is no issue of sexual harassment, ACBL Management shall return the matter to the proper jurisdiction for resumption; or

(b) if a determination is made that there is an issue of sexual harassment, ACBL Management shall take any action deemed necessary or appropriate or required by federal or state law.

(2) A written notice of the decision(s) of ACBL Management and the reasons for that decision shall be provided to the accused person and the A&C chairperson. (See CDR § 603(E)(2) for details of A&C review, if any.)

(B) **Suspension Pending Hearing.** A Suspension Pending Hearing is a temporary Suspension that the Executive Director (or the DIC of a NABC when Charges will be heard by a Tournament Disciplinary Committee) can impose on a Charged Party or the subject of a sexual harassment allegation under CDR § 401(A) to immediately prohibit participation in all ACBL sanctioned events and activities pending the final decision of a Disciplinary Body. A Disciplined Person's name, ACBL member number, and the Suspension Pending Hearing will be published on the website.

(1) Such Suspension Pending Hearing should be rarely issued – only in extreme cases or when a hearing is delayed due to the fault of the Charged Party or the subject of a sexual harassment allegation. A Suspension Pending Hearing may not be appealed and will remain in effect until the official notification of the Disciplinary Body's decision has been sent by ACBL management.

(2) Unless the Charged Party (or the subject of a sexual harassment allegation) causes the delay, the hearing must commence:

(a) within sixty (60) days unless it is before a NABC Tournament Disciplinary Committee.

(b) if before a NABC Tournament Disciplinary Committee, no later than 48 hours after the Incident occurred.

If the matter is not heard by the NABC Tournament Disciplinary Committee due to the delay of the Charged Party, the Suspension Pending Hearing will remain in effect until the proper Disciplinary Body hears the matter or that Disciplinary Body's Chair lifts the Suspension Pending Hearing. If the matter is not heard at by the NABC Tournament Disciplinary Committee for any other reason, the Suspension Pending Hearing must be lifted and the matter must be referred to the appropriate Disciplinary Body to be heard. (See CDR § 503(M).)

(c) within sixty (60) days if the matter is referred to ACBL Management under CDR § 401(A).

(C) Administrative Violations under CDR § 303. ACBL Management shall follow the guidelines under CDR §§ 403 - 404.

402. DETERMINATION OF DISCIPLINE BY DISCIPLINARY BODIES

In making the determination of an appropriate discipline within the range of disciplines recommended for a CDR violation as set out in CDR §§ 301(A)(7) et. seq., the Disciplinary Body should balance the following factors:

(A) Primary Considerations. The following factors must be taken into account in determining the appropriate discipline and should be weighed more heavily in the decision:

- (1) Prior Record of Discipline;
- (2) Experience of Player (measured by MPs, eligibility points, or other indicia of experience);
- (3) Level and Prestige of Event (measured by event rating)
- (4) Duration of Time Over Which the Proved Violation Occurred;
- (5) Flagrancy of the violation;
- (6) Whether the violation was premeditated.

(B) Secondary Considerations. The following factors may be taken into account in determining the appropriate discipline, but should be weighed less heavily than Primary Considerations:

- (1) Other Harm to Reputation of ACBL or the Game of Bridge;
- (2) Whether the Player Holds (or at any point in the past has held) an ACBL (or affiliated organizational) Office or Leadership Position (discipline enhancement);
- (3) Whether the Player Is Currently an ACBL (or affiliated organizational) Employee (discipline enhancement);

(C) Factors that May Not Be Considered. The following factors may not be taken into account in determining the appropriate discipline:

- (1) Race;
- (2) Color;
- (3) Religion or creed;
- (4) National origin or ancestry;
- (5) Sex (including gender, pregnancy, sexual orientation, and gender identity);
- (6) Age;
- (7) Physical or mental disability;
- (8) Veteran status;
- (9) Genetic information;
- (10) Citizenship;
- (11) Exercise of Member Rights Under CDR;
- (12) Conduct of Parties During Hearing;
- (13) ACBL Disciplinary System Irregularities or Deficiencies.

(D) Departure Disciplines. The Disciplinary Body may depart from the recommended discipline set out in CDR §§ 301(A)(6) et. seq., but any departure discipline must be adequately explained in the Hearing Report.

403. APPLICATION OF DISCIPLINE BY DISCIPLINARY BODIES

(A) CDR Version. Discipline imposed shall be in accordance with the version of the CDR effective at the time of the first Incident specified in the filing of the Recorder Complaint. Revisions of this CDR regarding procedures for all hearings apply to all hearings conducted on or after the effective date of the revision.

(B) Minimum Discipline. Reprimand is the minimum discipline that must be imposed by a Disciplinary Body that found a person responsible of a violation set forth in CDR §§ 301-304.

(C) Limits on Participation Following Discipline. While serving a Suspension or while expelled, a Disciplined Person may not participate in any online, national, District, Unit, club or other ACBL sanctioned activity, including, but not limited to (i) acting as non-playing captain, (ii) kibitzing any game or event, (iii) being physically present in the playing area of a tournament, or (iv) participating personally or through a corporation or other entity, agent, “doing business as” or other device in bridge-related affairs of the ACBL or of any ACBL affiliated organization.

(D) 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:

- (1) expelled;
- (2) serving a term of Suspension;
- (3) serving an indefinite Probation;
- (4) serving a Probation, the initial term of which was 24 or more months; or
- (5) serving a term of Probation following a Suspension, the initial term of which was more than 90 days.

(E) **Effective Date.** The effective date of imposition of discipline, if any, shall be the date noted in the Disciplinary Body's Hearing Report. If no effective date is so specified, the effective date of imposition of discipline shall be five (5) days from the date of the mailing of the decision by ACBL Management. If the discipline is to take effect immediately, the Disciplinary Body shall immediately notify the Disciplined Person of its decision in writing, provided, however, that the formal written notice to the parties as set forth in CDR § 501(N), including the date for appeal, shall also be made by ACBL Management. When the discipline imposed includes both a period of Suspension and a period of Probation, the Suspension is to be served first followed immediately by the Probation.

404. DISCIPLINE OPTIONS BY DISCIPLINARY BODIES

The Disciplines set forth in CDR § 404 (A)-(F) are the only discipline(s) which may be imposed by a Disciplinary Body when a person is responsible for a violation under CDR § 3 except for those in connection with provisions a TDC has for imposing discipline under CDR § 503(J); or when otherwise expressly stated in this CDR. A Disciplinary Body may choose to combine such disciplines. Discipline shall apply to *all* events sanctioned by the ACBL unless stated otherwise.

(A) **Reprimand.** A written statement of censure from the Disciplinary Body that includes an explanation of the relevant disciplinary policy and a warning against further related violations.

(B) **Probation.** A determination that a Disciplined Person has committed an offense such that any further violation of the CDR, whether similar or different, may result in Suspension or Expulsion. A Disciplinary Body may impose a prohibition on playing with a particular partner as a condition of the Disciplined Person's Probation.

(C) **Suspension.** The Disciplined Person is ineligible to participate in any ACBL sanctioned event or activity for a specified period.

(D) **Expulsion.** A Permanent abrogation of all ACBL rights and privileges, including membership.

(E) **Reduction or Forfeiture of Masterpoints.** Removal of a percentage of masterpoints as provided under each degree of a violation set forth in CDR §§ 301-304.

(F) **Forfeiture of Masterpoints/Titles for a First Degree Ethical Violation.** When a Disciplinary Body finds an ACBL member responsible for a First Degree Ethical Violation, the Committee may impose the forfeiture of any or a combination of any of the following:

- (1) Masterpoints, in accordance with CDR § 301(A)(7);
- (2) specific titles or all titles earned by the person disciplined;
- (3) ACBL status rank(s);
- (4) other ACBL related awards theretofore earned by said participants through participation in all ACBL events.

Titles forfeited as set out in CDR § 404(F)(2) shall remain vacant and there shall be no change in rankings or awarding of masterpoints for other contestants. First place awards for Unit masterpoint races forfeited as set out in CDR § 404(F)(2) shall not remain

vacant. The second-place awardee shall move up to first place and lower ranked awards will be filled by a relevant change in rankings for other lower-ranked contestants. Awards for other than first place forfeited as set out in CDR § 404(F)(2) shall remain vacant and there shall be no change in rankings for other contestants.

Management shall assign Eligibility Points to equal the number of masterpoints that have been forfeited by the Disciplinary Body's decision.

405. RECIPROCAL DISCIPLINE POLICY

(A) When an ACBL member has been found responsible and/or disciplined by another bridge organization for an action constituting an Ethical Violation under this CDR, that discipline shall be honored and enforced in ACBL events. However, the Executive Director may make a determination that the discipline imposed was grossly inappropriate, in which case the determination of the appropriate discipline will be decided by A&C.

(B) Nothing in this section shall prohibit the ACBL from initiating its own independent disciplinary process for Ethical Violations by such ACBL member in ACBL sanctioned events.

406. NEGOTIATED RESOLUTION OF A CHARGE

A Negotiated Resolution is a written agreement between the Charging Party and the Charged Party which may include

- (i) discipline outside the parameters listed in CDR § 404;
- (ii) a requirement that the Charged Party testify against any other Charged Party, if any; and/or
- (iii) a dismissal of all charges.

(A) **Requirements.** The resolution must:

- (1) dispose of all pending Charges against the Charged Party, and
- (2) include the complete parameters of the discipline to be imposed, and
- (3) include the Charging Party and the Charged Party waiving all rights to appeal, both administratively and through arbitration or the courts, and
- (4) be submitted to the proper Disciplinary Body for review to:

(a) A&C if the EOC or OEOC would have heard the Charges absent such Negotiated Resolution or if the charge was a First Degree Ethical Violation; otherwise,

(b) the Disciplinary Body which would have heard the Charge absent such Negotiated Resolution.

(B) **Disciplinary Body's Decision.** When deliberating on whether to accept the Negotiated Resolution, the Disciplinary Body must consider the benefit to the ACBL of the certainty of conviction and the waiver of all appeal rights by the Charged Party and Charging Party. The Disciplinary Body may:

- (1) accept the resolution;
- (2) reject the resolution;

If it is rejected the Charges shall be heard by the Disciplinary Body which would have heard the Charges absent such resolution.

(3) reject the resolution and provide a condition for acceptance. Each party will have the right to review the condition for acceptance and choose to accept or reject with ten days of being notified.

407. PUBLICATION OF A DISCIPLINARY BODY'S DECISION

(A) **All Violations.** Any Disciplined Person's name, ACBL member number, the discipline imposed, and the section of the CDR violated will be published on the website upon receipt of the Disciplinary Body's Hearing Report. It will remain published until the discipline ends.

(B) **Ethical Violations.** The Hearing Report of a Disciplined Person that was found responsible of an Ethical Violation, among other Charges, if any, shall be posted on the website upon receipt by ACBL management. If a decision of the Ethical Oversight Committee or Online Ethical Oversight Committee is released while a NABC is still in progress, a summary of the decision, including the Disciplined Person's name, ACBL number and the CDR violation shall be reported in the NABC Daily Bulletin.

(C) **Expulsions.** A Disciplinary Body's decision to expel a member shall be reported in the ACBL Bridge Bulletin if the decision to expel that member is affirmed by A&C.

408. EXPUNGEMENT

A&C may consider a request to have a Disciplined Person's record Expunged and order Expungement at its sole discretion.

409. READMISSION OF RESIGNED/EXPELLED MEMBERS

The Board of Directors may not consider a request from a former member who:

- (i) was expelled for a First Degree Ethical Violation in an NABC+ event; or
- (ii) resigned his membership for the purpose of avoiding possible disciplinary action concerning a First Degree Ethical Violation in an NABC+ event.

In all other cases, the ACBL Board of Directors may consider a request for readmission following a resignation to avoid possible disciplinary action or an Expulsion.

(A) **Readmission Following Resignation.** A Charged Party who resigns his membership when Charges are pending is considered to have resigned to avoid possible disciplinary action and the matter will be treated as an Expulsion under CDR § 404(D). Following are the condition for a request for readmission:

(1) A written request for readmission may be submitted after ten (10) years from the date of the written resignation and, thereafter, only once every three (3) years.

(2) The Board of Directors may impose such conditions upon readmission as it deems appropriate.

(3) There shall be no statute of limitations on the possible disciplinary action related to the resignation.

(B) **Readmission Following Expulsion.** A Disciplined Person who was expelled by a Disciplinary Body may request readmission under the following conditions:

(1) A written request for readmission may be submitted after ten (10) years from the date of Expulsion. Notwithstanding the previous sentence, if the individual who was expelled admitted to the factual basis of the Charges prior to the commencement of the hearing on those Charges, that person may apply for readmission after five (5) years.

(2) The ACBL Anti-Cheating Commission, EOC, and the OEOC will be informed of a prospective Readmission Following Expulsion. They may advise the ACBL Board of Directors, may be represented at a Readmission hearing, and may give oral or written testimony.

(3) Any member readmitted following an Expulsion shall be placed on Probation for a minimum of 5 years.

(4) Under no circumstances will the ACBL Board of Directors hear a request for readmission regarding a *second* Expulsion or resignation to avoid possible disciplinary actions or combination thereof.

~~4. — OPTIONS FOR IMPOSITION OF DISCIPLINE~~

~~401. — DISCIPLINES IMPOSED~~

~~Except for disciplines which may be imposed at a tournament under CDR § 503 or the resolution of a CDR §§ 801-803 alleged offense, the subsections in CDR §§ 401-407 set forth the only discipline which may be imposed by a Disciplinary Body. A Disciplinary Body may choose to combine such disciplines. Except for CDR § 401(F), a disciplinary action by a Disciplinary Body shall apply to *all* events sanctioned by the ACBL.~~

~~The following disciplines do not apply to the conditions for a player's readmission to the ACBL, conditions for a player being allowed to play following a Suspension, or the authority of any sanctioned ACBL club to remove or ban any player from playing at that club's games.~~

~~All disciplines, other than CDR § 401(A) (I), shall be matters of public record on the ACBL website. All disciplines shall be filed in the Disciplined Person's disciplinary record.~~

~~Discipline imposed shall be subject to ACBL Regulations and other rules in effect at the time during which the Incident(s) occurred which led to the discipline. (See also CDR § 906)~~

~~(A) **Reprimand.** A determination that a person has committed an offense warranting discipline for which the appropriate discipline is a written statement of censure from the Disciplinary Body that includes an explanation of the relevant disciplinary policy and a warning against further related violations.~~

~~Once a Charged Party has been found responsible of a violation under this CDR, a Reprimand is the minimum discipline that must be imposed. Notation in the minutes~~

of a Unit or District organization that a Reprimand has been imposed shall be considered a *public* Reprimand.

~~(B) **Probation.** A determination that a person has committed an offense warranting discipline such that the person must lose some of the privileges of membership and such that any further disciplinary violation, whether similar or different, may result in Suspension or Expulsion. See also CDR § 404.~~

~~(1) If the member is disciplined for another offense during a discrete Probationary period, then if the new discipline is:~~

~~(a) Reprimand or Expulsion: no further discipline.~~

~~(b) Probation of more than ninety (90) days or a Suspension: the previous Probation becomes a Suspension for the remainder or half of the previous Probationary period, whichever is longer. The new discipline shall be consecutive to, not concurrent with, the initial discipline. (See also CDR §§ 401(H)(2) and 305(A).)~~

~~(c) Other discipline: the committee issuing the new discipline shall determine how much, if any, of the previous Probationary period shall become a period of suspension. The new discipline shall be consecutive to, not concurrent with, the initial discipline. (See also CDR §§ 305(A) and 401(H)(2).)~~

~~(2) If the member is disciplined for another offense during an indeterminate, permanent or lifetime Probationary period, then if the new discipline is:~~

~~(a) Reprimand or Expulsion: no further discipline.~~

~~(b) Probation of more than ninety (90) days or a Suspension: the committee issuing the new discipline shall determine how much of the previous Probation shall become a period of suspension. That Suspension must be for a minimum of one (1) year. The new discipline shall be consecutive to, not concurrent with, the initial discipline. (See also CDR §§ 401(H)(2) and 305(A).)~~

~~(c) Other discipline: the committee issuing the new discipline shall determine how much, if any, of the previous Probationary period shall become a period of suspension. The new discipline shall be consecutive to, not concurrent with, the initial discipline. (See also CDR § 401(H)(2).)~~

~~(3) During the entirety of any Probationary period which is longer than ninety (90) days, a Disciplined Person shall not be eligible to direct an ACBL sanctioned game awarding masterpoints unless specifically authorized by ACBL Management or the ACBL Board of Directors. (See also Codification, Ch. I.A.2.3.)~~

- ~~(C) **Suspended Sentence.** A determination that a person has committed an offense warranting discipline such that a Suspension would normally be imposed, effective immediately, but based on mitigating circumstances the Suspension is being waived, conditioned on good behavior or compliance with conditions imposed by the committee for a specified period. When a Suspension is imposed and the execution of it has been waived, such Suspended Sentence shall be deemed to be Probation for the period discipline was originally imposed. (See also CDR § 401(B) and Codification, Ch. I.A.2.3.)~~
- ~~(D) **Suspension.** A determination that a person has committed an offense warranting abrogation of all ACBL rights and privileges, including membership, for a specified period. (See also CDR §§ 401(H)(2) and 4.5 and Codification, Ch. I.A.2.3.)~~
- ~~(E) **Expulsion.** A determination that a person has committed an offense warranting permanent abrogation of all ACBL rights and privileges, including membership. (See also CDR §§ 401(H) and 4.5 and Codification, Ch. I.A.2.3.)~~
- ~~(F) **Exclusion from Events and Programs.** A determination that a person has committed an offense warranting abrogation of the person's right to play in certain specified events or to participate in certain programs sponsored by the ACBL, Districts and/or Units and receive the benefits therefrom. (See also CDR § 401(H).)~~
- ~~(G) **Reduction or Forfeiture of Masterpoints or Tournament Rank or Disqualification.** A determination that a person has committed an offense at a tournament warranting: (1) forfeiture of a specified number or all the masterpoints earned in a particular event or in the tournament in which the offense(s) occurred, (2) a reduction of rank in a particular event, (3) disqualification in the particular event or the tournament in which the offense(s) occurred, (4) disqualification from yearly races or awards, or (5) any combination of the above. (See also CDR § 401(H).)~~
- ~~(1) When the determination has been made *before* the termination of the applicable correction period, resulting in a reduction in rank or disqualification, the standing of the other contestants in the event shall be adjusted to reflect such determination.~~
- ~~(2) When the determination has been made *after* the termination of the applicable correction period, a reduction in rank or disqualification shall not affect the standing of the other contestants in the event even though there may be no winner because of such action. (See also CDR § 401(H)(4).)~~
- ~~(H) **Forfeiture of Masterpoints/Titles for Unethical Behavior**~~
- ~~(1) Any ACBL member (or non member participating in an ACBL sanctioned event) convicted of premeditated or collusive cheating in an ACBL sanctioned event, or any participant(s) who admits to such action or actions, shall forfeit all masterpoints, titles and ACBL status ranks or other ACBL related awards theretofore earned by said participants through participation in all ACBL events.~~

~~The partners and teammates of said participant(s) shall forfeit all masterpoints, titles and ACBL status ranks or other ACBL related awards theretofore earned while playing with said participant(s) during the seven (7) years preceding the date the Charges were brought through and including the date of the final decision of a Disciplinary Body.~~

- ~~(2) Any participant(s) in an ACBL sanctioned event suspended because of Ethical Violations, other than those set forth in CDR § 401(H)(1), shall forfeit any masterpoints and titles won in the event in which the offense(s) occurred. Further:~~
- ~~(a) When a Suspension of less than one (1) year has been imposed, the committee may remove the masterpoints, titles or other ACBL related awards theretofore earned within the twelve (12) calendar months preceding the date of the offense(s).~~
 - ~~(b) When a Suspension of one (1) year or longer has been imposed, the committee must remove at a minimum all masterpoints, titles or other ACBL related awards theretofore earned within the twelve (12) calendar months preceding the date of the offense(s). The committee may remove additional masterpoints, titles and/or ACBL status ranks or other ACBL related awards previously earned by said participants through participation in all ACBL events as it deems appropriate.~~
- ~~(3) Teammates and partners of (a) participant(s) who suffer(s) penalties as provided in CDR §§ 401(G) and 401(H)(2) shall forfeit any masterpoints and title(s) won in events in which the offense or offenses occurred.~~
- ~~(4) Titles forfeited as set out in CDR § 401(H)(1)(3) shall remain vacant and there shall be no change in rankings or awarding of masterpoints for other contestants. First place awards for Unit masterpoint races forfeited as set out in CDR § 401(H)(1)(3) shall not remain vacant. The second place awardee shall move up to first place and lower ranked awards will be filled by a relevant change in rankings for other lower ranked contestants. Awards for other than first place forfeited as set out in CDR § 401(H)(1)(3) shall remain vacant and there shall be no change in rankings for other contestants. (See also CDR § 401(G)(2).)~~
- ~~(5) Management shall assign Eligibility Points to equal the number of masterpoints that have been forfeited by the Disciplinary Body's decision.~~

~~(1) **Expungement.**~~

- ~~(1) No Disciplinary Body may order Expungement as a part of a discipline imposed.~~
- ~~(2) A discipline which has been imposed by a Disciplinary Body of original jurisdiction may be Expunged from a Disciplined Person's record only by~~

~~action of an appellate body for good cause when hearing an appeal filed in accordance with CDR §§ 601-605.~~

- ~~(3) The Appeals and Charges Committee may also hear a request to have a Disciplined Person's record Expunged and order Expungement at the Appeal and Charges Committee's sole discretion.~~

~~402. SUSPENSION PENDING HEARING~~

- ~~(A) **Policy.** When Charges have been brought against a person, such Charged Party may play in an ACBL sanctioned event pending the hearing *unless* otherwise directed by the~~

~~(1) Executive Director,~~

~~(2) DIC of a Sectional or higher rated tournament when a Charge is to be heard at that tournament by a Tournament Disciplinary Committee, or~~

~~(3) Executive Director when a Tournament Disciplinary Committee has recommended additional discipline as set out in CDR § 503(M).~~

~~When charges have been brought by the World Bridge Federation, a NBO or one of the Zonal Conferences of the World Bridge Federation, such person so charged may play in an ACBL sanctioned event pending hearing *unless* otherwise directed by the ACBL Executive Director.~~

~~However, if directed not to play, it is a "Suspension Pending Hearing." Such Suspension Pending Hearing should be rarely issued—only in extreme cases or when a hearing is delayed due to the fault of the person charged. A Suspension Pending Hearing may not be appealed.~~

~~(B) **Requirements when Suspension Pending Hearing is In Effect.**~~

~~(1) If a case is before a District level Disciplinary Body, the hearing must commence within sixty (60) days *unless* the person charged causes a delay.~~

~~(2) If a case is before the Tournament Disciplinary Committee, the hearing must commence no later than sixty (60) minutes after the conclusion of the final session the day after the Suspension Pending Hearing was imposed or no later than sixty (60) minutes after the conclusion of the final session of the tournament, whichever is earlier, *unless* the person charged causes a delay.~~

~~If the matter is not heard at the tournament due to the delay of the Charged Party, the Suspension Pending Hearing will remain in effect until the proper Disciplinary Body hears the matter or lifts the Suspension Pending Hearing. If the matter is not heard at the tournament for any other reason, the Suspension Pending Hearing must be lifted and the matter must be referred to the appropriate Disciplinary Body to be heard. (See CDR § 503(M).)~~

~~(3) If a case is before the Appeals and Charges Committee, ACBL Disciplinary Committee or Ethical Oversight Committee, the hearing must commence at the next ensuing ACBL Board of Directors' regular meeting or NABC, or~~

~~60 days, whichever comes first, consistent with adequate notice, unless delay is caused by the person charged.~~

- ~~(C) **Suspension During Investigation.** If a matter is referred to ACBL Management under CDR § 501(L) as involving sexual harassment of an employee of ACBL, its Districts, or Units, and if the matter meets the standards described in CDR § 4.4.1 above, the ACBL CEO may temporarily suspend the person against whom allegations have been made during the investigation and determination. However, the investigation must be completed and the determination made within sixty (60) days, unless the person against whom allegations have been made causes the delay, or the temporary Suspension Pending Hearing will be lifted after sixty (60) days.~~

~~403. RECIPROCAL DISCIPLINE POLICY~~

- ~~(A) When an ACBL member has been found responsible and/or disciplined by another bridge organization for an Ethical Violation, the ACBL CEO may refer the matter to the Ethical Oversight Committee for resentencing purposes, but only if the sentence imposed was less than that contained in the suggested sentencing guidelines enacted by the World Bridge Federation.~~
- ~~(B) In all other cases, the ACBL shall honor the discipline imposed by such other bridge organization, enforcing it in ACBL events, unless the ACBL member requests a hearing under ACBL Regulations or other rules and provides substantial evidence that:~~
- ~~(1) he or she was not accorded a fair process in the hearing held by the other bridge organization; and/or~~
 - ~~(2) the penalty imposed was grossly inappropriate for the Ethical Violation proven.~~
- ~~(C) The initial decision as to whether substantial evidence was provided showing lack of a fair process and/or grossly inappropriate penalty shall be made by the ACBL CEO with the advice of In-House Counsel.~~
- ~~(D) If a new hearing is requested and granted, the penalty imposed by such other bridge organization will not be enforced by the ACBL until and unless the findings and penalty that had been imposed are affirmed by the Ethical Oversight Committee. Notwithstanding the foregoing sentence, the Ethical Oversight Committee shall be entitled to impose its own discipline according to this CDR following such hearing. During such hearing, the Ethical Oversight Committee shall review the record of the hearing of the other bridge organization, to the extent one is available, but may also consider new evidence (even that from another bridge organization or from a non-ACBL sanctioned bridge tournament).~~
- ~~(E) Nothing in this section shall prohibit the ACBL from initiating its own independent disciplinary process for Ethical Violations by such ACBL member in ACBL sanctioned events.~~

~~404. LIMITS ON PARTICIPATION FOLLOWING DISCIPLINE~~

~~While serving a Suspension of any kind or while expelled, a Disciplined Person may not participate in any national, District, Unit, club or other ACBL sanctioned activity, including, but not limited to (i) acting as non playing captain, (ii) kibitzing any game or event, (iii) being physically present in the playing area of a tournament, or (iv) participating personally or through a corporation or other entity, agent, "doing business as" or other device in bridge related affairs of the ACBL or of any ACBL affiliated organization.~~

~~405. HEARING REPORT REQUIRED BEFORE DISCIPLINE IMPOSED~~

~~A Hearing Report must be submitted to ACBL Management by the Disciplinary Body whether or not any discipline is imposed. Further, in order that a disciplinary action may be considered in imposing Automatic Probation or Automatic Suspension as set out in CDR § 305(A), a Hearing Report must be on file with ACBL Management. ACBL Disciplinary Recommendations are attached in CDR Appendix B.~~

~~406. REPORT OF HEARING RESULTS~~

~~The results of EOC or OEOC Committee hearing shall be reported to the parties, the Board of Directors, the District Director of the Charged Party, In House Counsel and ACBL Management.~~

~~407. EFFECTIVE DATE~~

~~For the effective date of imposition of a discipline set forth in CDR §§ 401-406, see CDR § 501(O).~~

5. PROCEDURES FOR DISCIPLINARY BODIES OF ORIGINAL JURISDICTION

501. GENERAL PROCEDURES FOR CONDUCT OF HEARINGS BY DISCIPLINARY BODIES OF ORIGINAL JURISDICTION (*See also* CDR Appendix A (*Guidelines for Conducting Disciplinary Proceedings*))

....
....

~~(L) **Sexual Harassment.** If at any time during a disciplinary proceeding it becomes apparent that it may involve a person's sexual harassment of an employee of ACBL, its Districts, or Units, the proceeding shall be suspended and the matter shall be immediately forwarded, in writing, to ACBL Management for action:~~

~~(1) Pursuant to the Workplace Harassment Policy set forth in the ACBL Employee Handbook, ACBL Management shall expeditiously investigate the matter referred and~~

~~(1) if a determination is made that there is no issue of sexual harassment, ACBL Management shall return the matter to the Disciplinary Body for resumption of the proceedings; or~~

~~(2) if a determination is made that there is an issue of sexual harassment, ACBL Management shall take any action deemed necessary or appropriate or required by federal or state law.~~

~~(M)~~ **Hearing Report Required.** A Disciplinary Body must send to ACBL headquarters a fully typed Hearing Report and a copy of its written decision, if any is produced in writing, within thirty (30) days from the conclusion of the presentation of evidence.

~~(N)~~ **Notice of Decision.** All formal written notifications of a Disciplinary Body's decision ("Notice of Decision") shall be made by ACBL Management upon receipt of the Disciplinary Body's Hearing Report. Unless the Disciplinary Body has imposed a discipline that begins immediately (see CDR § 501(O)), the Disciplinary Body should not provide its decision to any Disciplined Person in writing (but may verbally inform the Charged Party). Rather, a decision and a Hearing Report should be provided to ACBL Management to enable ACBL Management to make the formal written notification. The effective date for a timely filed request for an appeal of the Disciplinary Body's decision shall be the date on which ACBL Management mails such decision to the parties to the hearing. For purposes of this CDR § 501(N), "mail" shall include email.

[(O)-(R) relettered as (N)-(P) but otherwise unchanged]

502. SPECIFIC PROCEDURES FOR THE CONDUCT OF HEARINGS BY A DISTRICT DISCIPLINARY COMMITTEE, THE ETHICAL OVERSIGHT COMMITTEE, THE ONLINE ETHICAL OVERSIGHT COMMITTEE AND THE ACBL DISCIPLINARY COMMITTEE (See also CDR § 5.1.)

....

~~(L) Negotiated Resolution of a Charge.~~

~~(1) Hearing Procedure Inapplicable. General Procedures for Conduct of Hearings by Disciplinary Bodies of Original Jurisdiction in CDR § 501-504 do not apply unless otherwise noted in this section.~~

~~(2) Disciplinary Body. The Charging Party and the Charged Party must present a Negotiated Resolution to:~~

~~(a) the Appeals and Charges Committee if the Ethical Oversight Committee would have heard the Charges absent such Negotiated Resolution or if the charge was a First Degree Ethical Violation.~~

~~(b) the Disciplinary Body which would have heard the Charge absent such Negotiated Resolution (except for CDR § 502(L)(2)(a)).~~

~~(3) Policy. The resolution must (a) dispose of all pending Charges against the Charged Party, and (b) include the complete parameters of the discipline to be imposed, and (c) include the Charging Party and the Charged Party waiving all its rights to appeal, both administratively and through arbitration or the courts. This resolution may also include a requirement that the Charged Party testify against any other Charged Party, if any, and/or may consist of a dismissal of all charges. This resolution may include discipline outside the parameters listed in CDR §§ 401-407.~~

- ~~(4) *Standard of Review.* The Disciplinary Body reviewing the Negotiated Resolution may, and is encouraged to, conduct its review by telephone or video conference call. The Disciplinary Body may (a) request written statements, (b) review all related documents on file at the time of the Negotiated Resolution, and (c) review the Charged Party's previous disciplinary record upon request.~~
- ~~(5) *Standard of Acceptance.* When deliberating on whether to accept the Negotiated Resolution, the Disciplinary Body must consider the benefit to the ACBL of the certainty of conviction and the waiver of all appeal rights by the Charged Party and Charging Party.~~
- ~~(6) *Rejection of Negotiated Resolution.* If a Negotiated Resolution is rejected by the Appeals and Charges Committee, the Charges shall be heard by the Ethical Oversight Committee which would have heard the Charges absent such Negotiated Resolution. If a Negotiated Resolution is rejected by a Disciplinary Body, the same Body may hear the Charges.~~
- ~~(7) *Disciplinary Bodies Right to Participate in Negotiation.* The Disciplinary Body may provide a reason for rejection or a condition for acceptance. Each party will have the right to review the condition for acceptance and choose to accept or reject with ten days of being notified.~~
- ~~(8) *Challenging Committee Members for Cause.* There shall be no automatic challenges to the members of any Disciplinary Body. There may be challenges for Cause, such as bias, upon good cause shown (not merely alleged). In such cases, the balance of the committee members shall decide the validity of the challenge. A majority vote of such remaining members is required to remove a member for Cause.~~
- ~~(9) *Hearing Report Required.* The Disciplinary Body must send to ACBL headquarters a fully typed Hearing Report and a copy of its written decision, if any is produced in writing, within thirty (30) days from the conclusion of the review.~~

6. PROCEDURES FOR APPELLATE BODIES

...

603. APPEALS TO THE APPEALS AND CHARGES COMMITTEE

...

(E) Automatic Review by the Appeals and Charges Committee

(1) All disciplinary cases in which:

- (i) a Suspension of one (1) year or longer is imposed;
- (ii) Expulsion is imposed; or
- (iii) a discipline for an Ethical Violation is imposed

shall be automatically reviewed by A&C within six (6) months of receipt of the decision or Hearing Report, whichever is earlier, by the ACBL (an “Automatic Review”). In conducting such Automatic Review, A&C shall not conduct a new hearing but shall review the previous hearing to ensure that:

- (a) procedures were followed in accordance with the CDR;
- (b) the decision and discipline imposed was supported by the evidence;
- and
- (c) a fair hearing was conducted.

...

(3) In any case in which A&C conducts an Appeal or Automatic Review of an Ethical Violation, the Committee will uphold the original disciplinary panel’s findings on responsibility unless they were clearly in error, inconsistent with the evidence, or established CDR rules. The Committee will review the original disciplinary panel’s impositions of discipline as recommendations. A&C may increase or reduce the discipline imposed as well as affirm, reverse or modify the disciplinary determination or remand the case for further proceedings.

9. ~~OTHER DISCIPLINARY MATTERS~~

901. ~~RESIGNATION TO AVOID DISCIPLINE~~

~~(A) A member who resigns his/her membership in the ACBL when disciplinary charges are pending for unethical activity may not thereafter participate in any national, District, Unit, sanctioned game or other ACBL activity, including but not limited to:~~

- ~~(1) acting as non playing captain;~~
- ~~(2) kibitzing any game or event;~~
- ~~(3) being physically present at the site of a tournament, or~~
- ~~(4) participating in the corporate or business affairs of any ACBL affiliated organization.~~

~~(B) For purposes of publication, a member who resigns when disciplinary charges are pending for unethical activity shall be treated as though that member was convicted of the ethical violation(s) for which the member is charged, and received maximum discipline under Appendix B. However, publication as indicated in CDR § 903(D)-(E) shall be at the discretion of Management.~~

902. ~~READMISSION OF RESIGNED/EXPELLED MEMBERS~~

~~(A) **Timing of Request for Readmission Following Resignation.** A member who resigns his membership in the ACBL to avoid possible disciplinary action may be readmitted to membership only by action of the ACBL Board of Directors. No application for readmission may be considered by the Board of Directors before ten (10) years from the date of resignation and, thereafter, only once every three (3)~~

years. The Board of Directors may impose such conditions upon readmission as it deems appropriate. In addition, there shall be no statute of limitations on the possible disciplinary action related to the resignation.

~~(B) **Conditions for Readmission Following Expulsion.**~~

~~(1) The ACBL Board of Directors will not hear, and ACBL Management hereby is instructed not to forward to the Board, any request for readmission before ten (10) years from the date of Expulsion. Notwithstanding the previous sentence, if the individual who was expelled admitted to the factual basis of the Charges prior to the commencement of the hearing on those Charges, he may apply for readmission after five (5) years.~~

~~(2) The ACBL Anti-Cheating Commission and the Ethical Oversight Committee will be informed of a prospective Readmission Following Expulsion. They may advise the ACBL Board of Directors, may be represented at a Readmission hearing, and may give oral or written testimony.~~

~~(3) Any member readmitted under CDR § 902(B) shall be placed on Probation for a minimum of 5 years.~~

~~(C) **No Readmission Following Second Resignation or Expulsion.** Under no circumstances will the ACBL Board of Directors hear a request for readmission regarding a *second* Expulsion or resignation to avoid possible disciplinary actions or combination thereof.~~

~~(D) **Collusive Cheating.** Notwithstanding the preceding provisions of CDR § 902, the ACBL Board of Directors will not hear, and ACBL Management hereby is instructed not to forward to the Board, any request for readmission of a member who was expelled for premeditated collusive cheating in NABC+ or equivalent events, or who resigned his membership for the purpose of avoiding possible disciplinary actions concerning premeditated collusive cheating in such events, or combination of such expulsion or resignation. Such a former member may never be readmitted to Membership in the ACBL nor participate in any ACBL sanctioned events.~~

903. PUBLICATION OF DISCIPLINARY CASES

~~(A) **Policy.** In disciplinary cases that result in a finding of responsibility (other than a Reprimand for a conduct violation which shall not be published), ACBL policy is to publish only an individual's name, ACBL player number, the discipline imposed and the CDR code section found to have been violated. Notwithstanding the previous sentence, the full Hearing Report (without attachments or exhibits) of the hearing regarding a Disciplined Person who has been found responsible of an Ethical Violation, among other Charges, if any, shall be made available on the ACBL website; provided, however, that when such decision is reported in the NABC Daily Bulletin as set out in CDR § 903(D) below, only a summary of the Hearing Report shall be published.~~

~~(B) **Applicability.** This applies to any decision(s) of a District or ACBL level disciplinary committee, including the Ethical Oversight Committee. It shall also~~

~~apply to decision(s) made at clubs regarding Ethical Violations when the ACBL is made aware of the decision, but shall not apply to decisions made by a club disciplinary procedure regarding non Ethical Violations.~~

~~(C) **Timing.** All disciplines will be published on the ACBL website for the length of time of the discipline levied. Expulsions shall also be reported in the ACBL Bridge Bulletin. (See also CDR § 401.)~~

~~(D) **NABC Daily Bulletin Reporting.** Decisions of the Ethical Oversight Committee made while an NABC is still in progress shall also be reported in the NABC Daily Bulletin. Reporting of such decisions shall comply with CDR § 903(A).~~

~~(E) **Website Publication Policy.** For Ethical Violations which have a recommended sentence that includes possible Expulsion from the ACBL (see Appendix B, Part I, to this CDR for a list of the relevant offenses), the fact that Charges have been brought will also be published on the ACBL website in the disciplinary section. The following information shall be included:~~

~~Player Name and ACBL number;~~

~~CDR section alleged to have been violated;~~

~~Disciplinary Body hearing the Charges; and~~

~~Hearing date.~~

~~If the player is found not responsible of the Charges, this fact shall be added to this information and kept on the website for ninety (90) days *unless* the player asks to have it removed sooner.~~

~~904. PRIVILEGED COMMUNICATIONS~~

~~Any communication that occurs during the meeting of an ACBL Body (as defined below), which relates to matters that have been, are or might reasonably become subjects of business for that particular body, is privileged:~~

~~(A) For purposes of this CDR § 904 only, "privileged" shall mean that the communication may not be used as the basis for any Complaint under this CDR or other ACBL Regulations.~~

~~(B) For purposes of this CDR § 904 only, "ACBL Body" includes the Board of Directors, any ACBL Foundation Board and any ACBL committee or sub-committee appointed by the ACBL President, the ACBL Board of Directors or any ACBL Board member. It shall also include the Board of Governors, any District or Unit Board within ACBL and any duly appointed or elected District or Unit committee or sub-committee.~~

~~905. REFUSAL TO PLAY A VIOLATION OF CDR~~

~~The refusal of a player, pair or team to play in an ACBL sanctioned Sectional, Regional, national or Grand National event against another player, pair or team duly entered in the event shall~~

~~require the disqualification of the player, pair or team so refusing to play from further participation in the event and the forfeiture of any masterpoints earned by the player, pair or team in the event. Such refusal, without a medical excuse, shall constitute a violation under CDR § 302(B)(8) and shall be referred to the Disciplinary Body having jurisdiction for appropriate disciplinary action.~~

~~906. CDR VERSION TO BE USED~~

~~Revisions of this CDR regarding procedures for all hearings apply to all hearings conducted on or after the effective date of the revision. Revisions regarding (i) what constitutes a violation of the CDR subject to discipline and (ii) penalties to be imposed apply only to offenses which occur on or after the effective date of the revisions.~~

[Appendix A to be deleted in its entirety]

[all internal references (except catchlines and section headings) to terms after the “Definitions” section shall be replaced as follows”]

“Appeals and Charges Committee” or “Appeals and Charges” – “A&C”

“Board of Directors” – “BOD”

“Director-in-Charge” – “DIC”

“Ethical Oversight Committee” – “EOC”

“Online Ethical Oversight Committee” – “OEOC”

“Tournament Disciplinary Committee” – “TDC”

Effective date: August 1, 2021

Estimated cost/savings: None

Discussion:

Article IV has been re-structured and re-worded to clarify the meaning of certain provisions and to facilitate its use. Certain provisions in other locations of the CDR have been moved to Article IV.

Article IX has been deleted in its entirety. Its provisions have been re-located to other parts of the CDR where they fit more naturally.

Many technical changes have also been made that did not change the substantive meaning of a section. Substantive changes are described below:

- Definitions:
 - “ACBL sanctioned event” has been clarified to include locations associated with sanctioned competitions as well as ACBL official business
 - “Administrative” and “Conduct” violations are now keyed to the specific definitions included in the body of the CDR – they should be distinguished from “Ethical” violations, which are violations likely to have a material impact on the outcome of a bridge competition.
 - Where notice by mail is required, e-mail notice is sufficient. The definition of
- CDR § 301(A)(1): The definition of “*Collusive Cheating: Signaling*” was clarified to indicate that the exchange of information not permitted by Law 73 constitute a violation, not the agreement to exchange such information. The Violation also clarifies that no proof that the information was actually used is required; the exchange or transmission of such information is sufficient.
- CDR § 301(A)(2): A new Violation of “*Collusive Cheating: Online*” has been added to remove any doubt that online ethical infractions are subject to the CDR.
- CDR § 302(B)(8): The provisions of former CDR § 905 also governed a refusal to play against another player, so these have been consolidated.
- CDR § 302(C)(12): This section was accidentally omitted from the prior revision. It has been clarified to it applies to COVID-related information and other health information.
- CDR § 304(D): This section was re-written to clarify that inappropriate behavior occurring in an ACBL activity not involving a competitive event (such as an official ACBL meeting) is subject to discipline under the CDR
- CDR § 305: This section has been eliminated as being unnecessary in light of the simplified disciplinary structure achieved by the Article IV re-write.
- CDR § 401(A): The provisions governing sexual harassment allegations were scattered throughout the CDR. These have been consolidated into a single section, and the procedures have been simplified.
- CDR § 401(B): The publication of a Suspension Pending Hearing was implicit in the former version; the new provisions make it explicit.
- CDR § 402: This section is new. It provides guidance to all Disciplinary Bodies on how

to determine appropriate disciplines, separating the factors should be considered into Primary and Secondary ones. Factors that may not be considered are also specified.

- CDR § 403: Various provisions related to the application and effects of a Discipline have been consolidated.
- CDR § 404: The various disciplinary options have been greatly simplified. Under the current CDR, the timing and application of various kinds of administrative suspension and probation is exceedingly complex, and these provisions greatly simplify the process. Masterpoint and title forfeiture rules were often in conflict with disciplines imposed in specific cases, leading to inconsistent results. The new rules make it clear that final disciplinary determinations regarding forfeitures should be made on a case-by-case basis as circumstances warrant.
- CDR § 405: The Reciprocal Disciplinary Policy was originally written when the ACBL was subject to WBF strictures. New language indicates that the Executive Director may seek re-determination of discipline imposed by another bridge organization when that discipline is grossly inappropriate (either too severe or too lax).
- CDR § 406: The provisions governing Negotiated Resolution have been re-located to Article IV to fit more appropriately with the other provisions governing discipline. Clarifying language has been added.
- CDR § 407: The provisions governing publication of discipline have been re-located to Article IV. Clarifying language has been added.
- CDR §§ 408-409: The provisions governing Expungement and Readmission, respectively, have been re-located largely untouched from other parts of the CDR.
- CDR § 603(E)(3): New language makes explicit that the Appeals and Charges Committee reviews findings on responsibility and discipline under different standards. As experts on bridge play determinations, the original disciplinary panel's findings on responsibility should be (and are) generally upheld unless they were clearly in error, inconsistent with the evidence, or established CDR rules. The A&C Committee, as a Committee of the Board of Directors, reviews the original disciplinary panel's impositions of discipline as recommendations and ensures consistency across cases. However, the original disciplinary panel's disciplinary determination remains effective when made, subject to later modification by the A&C Committee.
- Appendix A has been removed in its entirety. Many of these provisions are repeated in our comprehensive Recorder Regulations, which will be revised to include any guidance not already included.
- Various abbreviations of common CDR terms are identified, so the space-saving feature of these abbreviations should be used whenever possible.

Submitted by: Kovacich, Glasson

Date: April 1, 2021

Assigned to Committee: Bridge

Input from Committee:

Purpose: Change 'prize' to 'subsidy' for travel to NAP Finals

Item 212-03: Codification cleanup regarding NAP travel subsidy

Moved that:

The Codification Part 2 – Bridge Operations, Chapter XI – Special Events, C. North American Pairs (NAP) be amended as follows:

Section 2 – Club Level Qualifying

- 2.1 The club qualifying round for all flights of the NAP will be held in June, July and August.
- 2.2 A club may conduct two qualifying events in each flight for each weekly game sanctioned in each month.
- 2.3 A game may be held as a stratified event. When there is a separate Non-Life Master qualifying game, the club may choose its own stratification levels.
 - 2.3.1 Only those players placing in the top strat will be eligible to qualify and go on to the **Unit next** round. **This game is an exception to the open pairs requirement of subsection 2.9 below.**
- ...
- 2.9 A club-level qualifying event must be a one-session open pair event.
- 2.10 A club-stage event must have a club or higher-rated director. The ACBL recommends a non-playing director, but games of one section with 17 tables or fewer may have a playing director.
- 2.11 In emergencies, substitutes may play up to 50% of the boards. Substitutes who play more than 50% of the boards acquire the rights of the original contestants. Masterpoint awards are 100% Sectional-rated, 50% red and 50% black.
- 2.12 An invitational club may participate and qualify players for **unit the next** level of competition. Masterpoint awards for invitational flights are **all black** (50% red and 50% black **as of June 1, 2020**) and are equivalent to 80% of Sectional rating. (Effective June 1, 2020.)

- 2.13 With prior Unit approval, an invitational club may open its games to all ACBL members, with players earning the same masterpoint awards as they would at open clubs.
 - 2.13.1 Before approval is granted, however, the Unit must be satisfied that the club will adequately advertise the fact that the game will be open. If a Unit refuses permission for an open game, a club may appeal the Unit's decision to the District organization.
- 2.14 Players may participate in club-level NAP competitions outside their home Districts. These players will receive any masterpoints earned, and any qualifications earned are for the next level of play in their home District.
- 2.15 At a club -level qualifying game, all eligible individuals who earn masterpoints or finish in the top half of the field, and any individuals who score 50% or better, earn qualification to play at the **next Unit** level.

Section 3 - Fees and Awards

- 3.1 A District may charge an additional fee, not to exceed \$1.00 per table, at the club level of the NAP event.
- 3.2 A fixed amount **prize subsidy for travel to the NABC finals** will be awarded in all flights as follows:
 - 3.2.1 In Districts with three qualifiers, the first-place qualifiers will receive \$700 per person and the second-place qualifiers will receive \$300 per person. The third-place qualifiers will be invited to participate in the National level finals, but they will not receive any **prize subsidy**.
 - 3.2.2 In Districts with four qualifiers, the first- and second-place qualifiers will receive \$700 per person and the third-place qualifiers will receive \$300 per person. The fourth-place qualifiers will be invited to participate in the National level finals, but they will not receive any prize travel subsidy.
 - 3.2.3 Invited defenders will receive \$700 per person.
 - 3.2.4 No individual may collect two concurrent **prizes subsidies**.
 - 3.2.5 In the event of a tie, the qualifiers will receive the total of the awards for the tied places, divided by the number of players involved with the tie.
 - 3.2.6 The monetary **award subsidy** will be available on site. Qualifiers must play in the National-level event until eliminated to receive the **award subsidy**. **If the finals are held online there will be no travel subsidy.**
 - 3.2.7 There will be no entry fee for the National level of the event.

- 3.2.8 ACBL management may use its best judgment in making exceptions to any of the above.

Section 4 – Miscellaneous NAP Regulations

- 4.1 ACBL members representing their NBO or Zone 2 in WBF competitions shall be granted a waiver of the qualification requirements for the NAP where a conflict of dates exists. This waiver will not apply to a District final.
- 4.2 Club or Unit NAP events may not be held within 25 miles of a Sectional tournament.
- 4.3. At a District’s option, clubs may not hold NAP qualifying events in conflict with a Regional in that District.
- 4.4 For the Unit- **or District**-level competition, both members of the pair must play in their home District. No player may enter more than one Unit-level competition per flight.
- 4.5 All participants at the Unit **or District** level must be ACBL members in good standing and be current in payment of their dues or their Life Master service fees. Nonmembers may join ACBL at the time they register to play. To accommodate non-members and others who do not wish to play in the NAP event, a club may conduct a regular game at the same time as the qualifying event.
- ...
- 4.11 The National finals of Flight A of the NAP will be held on the Wednesday and Thursday prior to the Spring NABC. Flight B and Flight C will be held at the Spring NABC on dates to be determined by ACBL. Dates will be published in the NAP Conditions of Contest and/or the Spring NABC schedule of events. **If the final is held on-line, the dates of the event will be determined by ACBL management.**

Estimated cost/savings: None, unless a future Final is canceled

BYLAWS COMMITTEE

Stephani (C), Weniger (VC)
Goodgold, Johnson, MacPherson
Dunn

Staff:

Original Motion

Item 212-04: Amend Bylaws to address omissions

Moved that:

The ACBL Bylaws, Article IX, Board of Governors, be amended as follows:

9.3 **Membership.** The following shall make up the membership of the Board of Governors.

9.3.1 ~~Effective January 1, 2024, t~~There shall be three Representatives from each District who shall be elected for ~~a~~ terms of three (3) years. **If a Representative's position becomes vacant (including as a result of the application of subsection 9.7.3), the District shall appoint a replacement for the duration of the Representative's term.**

9.3.2 All persons who were members of the Board of Governors as of January 1, 2021 by virtue of their former status as First and Second Alternates to the Board of Directors shall remain members of the Board of Governors until one year following the date on which their terms would otherwise expire or until they resign or are deemed to have resigned **or the position otherwise becomes vacant.** If a member referred to in this provision resigns or is deemed to have resigned before January 1, 2024, he or she will not be replaced on the Board of Governors. No further elections shall take place for these positions.

9.3.3 All persons who were members of the Board of Governors as of January 1, 2021 by virtue of their former position of President of the Board of Directors shall maintain their membership (subject to Article 9.7.3). If, by virtue of Article 9.7.3 such member is deemed to have resigned **or the position otherwise becomes vacant,** he or she will not be replaced on the Board of Governors.

9.3.4 All past Chairs of the Board of Governors shall also be members (subject to Article 9.7.3). If, by virtue of Article 9.7.3, such member is deemed to have resigned **or the position otherwise becomes vacant,** he or she will not be replaced on the Board of Governors.

~~9.3.5—All other members of the Board of Governors as of June 1, 2021 shall maintain their membership on the Board of Governors until their terms expire (subject to Article 9.7.3). If a member's term extends~~

~~beyond January 1, 2024, his or her membership shall be counted in the three Representatives referred to in Article 9.3.1. If a member referred to in this provision is deemed to have resigned in accordance with Article 9.7.3 at any time that member will be replaced in accordance with Article 9.3.7.~~

9.3.~~5~~**6** Each Representative must be a member in good standing of the ACBL and be and remain a member of a Unit located within the District which he or she represents ~~and must remain a member of a Unit located with the District~~ during the term.

~~9.3.7—If a vacancy referred to in Article 9.3.5 occurs in any District, the President of the District shall be immediately notified and the District shall appoint a replacement member for the duration of the term of the member.~~

9.3.~~8~~**6** No member of the Board of Directors shall have a voice or vote on the Board of Governors.

....

9.7 Meetings.

....

9.7.3 Any member who fails to attend two thirds of all meetings available electronically in a calendar year shall be deemed to have resigned and shall not be eligible to serve as a member of the Board of Governors until the next regularly scheduled election. Absence due to membership on the Board of Directors shall be excepted from this provision and ~~T~~the Chair may grant other an-exceptions in the event of extenuating circumstances.

Effective date:

Estimated cost/savings:

FINANCE COMMITTEE

Glasson (C), Lodge (VC)

Bertoni, Ellis, Moss, Munoz, Rowe

Staff: Dodson

Original Motion

Item 212-05: Codification Cleanup

Moved that:

The Codification be amended as follows:

PART 1 – GOVERNANCE AND POLICY

CHAPTER I – MEMBERSHIP

A. MEMBERSHIP

2.2.6 Patron Member

2.2.6.1 Patron membership dues ~~shall~~ will be established by ~~the Board of Directors. management and approved by the Board of Directors as part of the budgeting process.~~

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

PART 2 – BRIDGE OPERATIONS

CHAPTER I – MEMBERSHIP OPERATING GUIDELINES

C. DUES AND LIFE MASTER SERVICE FEES

Section 1 – Dues

1.6 Rates for dues and Life Master Service Fees as determined by management and reviewed and approved by the ACBL Board of Directors as part of the budgeting process, ~~shall~~ will be published on the ACBL website.

~~Section 4 – Rates for Dues and Life Master Service Fees~~

~~4.1 Current rates for full membership dues and Life Master Service Fees — as determined by the ACBL Board of Directors — are (USD) (Effective 7/14/20): 1-month 1-year 3-year Guest \$0.00 Junior \$5 Regular \$49 \$117 Household \$82 \$216 Life Member \$46 \$108 Patron (Individual) \$275 \$750 Patron Household) \$375 \$1050~~

G. EDUCATION

Section 1 – School Bridge Program

1.2 A stipend ~~of \$350~~ determined by management will be paid to teachers of School Bridge Lessons if the following conditions are met:

J. ACBL BRIDGE FEDERATIONS

Section 5 – ACBL Sanctioned Events Regarding Federations

5.1.2 Sanction fees ~~shall will~~ be determined by management. ~~as follows:~~
~~5.1.2.1 The then current Regional sanction fee for the National finals, and~~
~~5.1.2.2 \$1.00US/table/session for any stage of the championship conducted~~
~~prior to the National final.~~

5.1.3 If the National finals of any of the championships listed in subsection 5.1(a)-(f) above are not held concurrently with an ACBL Regional or Sectional tournament, each NBO may conduct ACBL-sanctioned Sectional-rated black point events concurrent with the National finals. The sanction fee for such an event(s) ~~is \$1 US/table/session.~~ will be determined by management.

5.2.1 The sanction fee for any such event ~~is~~ will be determined by management ~~\$2 US per entered team~~, except that such fee is waived for Junior Trials.

Appendix 1-C

Lapsed Member Life Master Requirements

Any member who originally joined the ACBL prior to January 1, 2010, and whose membership has lapsed may have the Life Master rank requirements existing for members who joined prior to January 1, 2010, applied to them if: a. their membership is reinstated prior to July 1, 2018, or b. if reinstated on or after July 1, 2018, upon payment of a one-time fee ~~of \$50~~ to the ACBL. The fee will be determined by management.

CHAPTER V – CHARITY, FOUNDATIONS AND SPECIAL EVENTS

C. UNIT AND DISTRICT CHARITY GAMES

Section 2 – Special Games at Sectionals

2.4 ~~The sponsor of the Sectional will be charged US\$1.00 per player. In Canada, the charge will be CAN\$1.00 per player. In other countries, the sponsor will be charged US\$1.00 per player.~~ The normal sanction fee(s) for Sectionals will **also** be charged to the sponsoring organization.

These funds ~~shall will~~ be included in the tournament report and shall be dispersed to the appropriate organization chosen by the tournament sponsor.

CHAPTER VI – CLUB SANCTIONED GAMES

A. ACBL SANCTIONS FOR CLUB MASTERPOINT GAMES

3.2 Annual fee

3.2.1 The annual sanction fee per sanctioned game ~~shall will~~ be **\$11.50** determined by management and approved by the Board of Directors as part of the annual budgeting process

3.3. Table Fees

3.3.1 Regular game (18+ boards) table fees ~~are \$1.00~~ and short game (12-17 boards) table fees ~~are \$0.58 per table. (short game fee increase effective 1/1/2019)~~ will be determined by management and reviewed and approved by the Board of Directors as part of the annual budgeting process.

3.3.2 A club must pay a fee for each sanctioned game session held plus a fee for each table in play. The ACBL charges only one game session fee if different levels of games are held simultaneously.

3.3.3 Clubs will be charged an additional ~~\$2.00 per~~ game fee if they either mail a hard copy of the monthly masterpoint and financial reports or submit reports using an outdated version of ACBLscore. Small clubs can request an exemption from these additional fees. New clubs requesting sanctions will be required to report electronically using ACBLscore.

Section 6 – Daylong Robot Tournaments

6.2.2 Overall awards for 100+ participants shall be:

- a. 2.50 for 1st place with 18 boards in play or 1.50 for 1st place with 12 boards in play (40% reduction) with depth and subsequent award per formula.
- b. Duplicate awards **shall will** be awarded for each additional 100 participants.
- c. Sanction fees **will be \$1.00 per table for 18 boards and \$0.58 per table for 12 boards. (Short game fee increase effective 1/1/2019) determined by management.**

C. GENERAL CLUB GAME REGULATIONS

Section 3 – Operation of Clubs

3.4 Non-ACBLscore Club Fees

3.4.1 Clubs not using ACBLscore to submit their Monthly Report and Club Masterpoint Report must pay an additional ~~\$2.00~~ per game sanction fee.

G. CRUISES/LAND CRUISES

Section 1 – Cruise Ships

1.1 The ACBL sanctions duplicate games as part of the social program aboard cruise ships. ~~The following sanction fees will be charged: \$200 – per ship for an entire year \$100 – cruises of from eight to 30 days \$50 – cruises of from four to seven days.~~ **Sanction fees for cruise ships will be determined by management as part of the budgeting process.**

Section 2 – Land Cruises

2.2 A ~~\$30~~ fee will be charged to Sanction land cruises. ~~up to three days.~~ **This fee will be determined by management as part of the budgeting process.**

CHAPTER VIII — NORTH AMERICAN BRIDGE CHAMPIONSHIPS

C. FINANCES

Section 3 – Entry Fees

3.3 At all NABCs, entry fees for non-members and unpaid Life Masters will be **charged a higher fee than \$4.00 per player per session higher than.** ACBL members and Life Masters who have paid their service fee. **The amount will be determined by ACBL management.**

Charity events and events limited to players with fewer than 20 masterpoints are exempted from this requirement.

CHAPTER IX – REGIONAL TOURNAMENTS

B. FINANCES

Section 2 – Sanction Fees

2.2 All sanction fees, per session sponsor fees and other tournament fees are subject to annual review by the Board of Directors **as part of the budgeting process** and are posted **in the ACBL Handbook, Appendix G, Prices and Fees.** on the ACBL Website under Prices and Fees.

Section 3 – Non-dues Paying Players’ Surcharge

3.2 Except for charity events, events limited to players with fewer than 20 masterpoints, and active members of the American Bridge Association:

- a. For all Regionals, the sponsoring organization will charge a mandatory additional fee **of at least \$4.00 per person per session** for inactive **Chapter 9, B. Rev 5/19** members. **This fee will be determined by ACBL management.** For tournaments **which that** are hosted in Canada, this fee will be collected in Canadian dollars.

CHAPTER X – SECTIONALS

B. FINANCE

Section 1 - General

1.4 Except for charity events or events limited to players with fewer than 20 masterpoints, and except for active members of the American Bridge Association, for all Sectionals, the sponsoring organization will charge a mandatory additional fee **of at least \$4 per person per session** for inactive members. **This fee will be determined by management.** For tournaments **which that** are hosted in Canada, the fee will be collected in Canadian dollars.

a.— For all Sectionals, the sponsoring organization will charge a mandatory additional fee of at least \$4 per person per session for inactive members. For tournaments which are hosted in Canada, the fee will be collected in Canadian dollars.

Section 2 – Fees and Charges

2.5 All of these fees are subject to annual review by the Board of Directors **as part of the budgeting process** and are posted **in the ACBL Handbook, Appendix G, on the ACBL Website under** Prices and Fees.

D. OPERATIONS

Section 1 – Staffing

1.1.4.2 If ACBL hand records are used, the normal charge applies. If an ACBL employee submits results to ACBL Live or provides any other support, the tournament will be charged a fee **of \$50, determined by management,** over and above all other fees and charges.

CHAPTER XI – SPECIAL EVENTS

B. GRAND NATIONAL TEAMS

Section 2 – Fees and Fund Raising

2.1 Sanction fees ~~shall will~~ be ~~\$1.00 per table per session at all stages of the event~~ determined by management. At District option, a surcharge may be added.

2.3 A District may permit each club within its geographical area to hold one Sectional-rated event (for as many game sessions as the club has sanctioned) as a fundraiser for the GNT or the Canadian National Team Championship. Each District sets the amount its clubs must remit to it. ~~up to a maximum of \$6.00 per table.~~

D. ACBL-WIDE AND OTHER SPECIAL GAMES

Section 2 – ACBL-Wide Senior Event

2.3 The sanction fee ~~is \$4.00 for each table in play~~ will be determined by management and must be remitted with the report of the game.

Effective date:

Estimated cost/savings:

GOVERNANCE COMMITTEE

Hennings (C), Kovacich (VC)

Belford, Cuneo, Goodgold, Lodge, Overby, Shoemaker, Smith, Weniger

Staff: Dunn

Original Motion

Item 212-06: Remove from Codification outdated information about Board proceedings

Moved that:

Codification Part 1 – Governance and Policy, Chapter IV – Board Procedures, A. Meetings be amended as follows:

The Board of Directors will meet prior to each NABC, **either online or** at the site of the NABC. **It is expected that each meeting will be no longer than three-and-a-half full days in duration,** with ~~most-committee~~ work being done in advance ~~electronically and otherwise. The Spring and Summer meetings will end on the day before the Board of Governors meeting.~~ ‡The length of each meeting will be determined by the ACBL President in consultation with ACBL management.

Section 1 – Attendance

- 1.1 Providing space and other practical considerations permit, meetings of the ACBL Board of Directors will be open to any ACBL member with permission of the ACBL President.
- 1.2 ACBL members are excluded from Executive Sessions and meetings concerning the Appeals and Charges Committee and other sensitive issues.
- 1.3 ACBL members attending such meetings ~~will~~may not participate in the proceedings unless requested to do so.

Section 2 – Conduct of Meetings

2.1 The Journal

2.1.1 The Journal is the name assigned to the formal group of motions to be considered at a meeting of the ACBL Board of Directors.

2.1.2 Any motion to be submitted for consideration at a future meeting, agendas, must be sent to the ACBL Executive Director and/or his designee. Motions may be submitted ~~either~~ by Board

members, ACBL management, or the Board of Governors (or members at a membership meeting) and should address policy matters, will be submitted through the Journal. Anyone submitting a motion must use the template created by the Board. The cut-off date for submission of items for the Journal for “regular” Board meetings will be 30 days prior to each Board meeting and 12 days prior for “special” meetings per ACBL Bylaws. ~~Before submitting a motion to the Journal, a Board member should ask himself if this is a policy issue. Members should provide complete background information with Journal items, including a statement about why this is policy. The motion should be sent to the ACBL Executive Director and his designee.~~

2.1.3 As an initial step, motions for the Journal ~~from Board members~~ will be subject to screening by the appropriate committee chair (or vice-chair if the chair is unable to respond within five (5) business days) and the President. One of the following actions will be taken:

2.1.3.1 The motion will be approved as is for inclusion in the Journal.

2.1.3.2 The motion will be sent back to the maker for reorganization or rephrasing.

2.1.3.3 The maker of the motion will be informed that the motion does not belong in the Journal. The motion can still be included in the Journal (but not placed on the agenda) with comments from the committee chair explaining why the motion is inappropriate.

~~**2.1.4**~~**2.1.3** When a motion is submitted to the Journal, it should not be ~~copied~~ made available to all Board members prior to approval by the committee chair and the President.

2.2 Agenda

2.2.1 Accepted motions

2.2.1.1 The agenda for each Board meeting consists of approved motions as well as draft meeting minutes, reports, and discussion items. ~~from Board members and motions submitted by ACBL management, the Board of Governors and by the membership at an annual or special membership meeting.~~ The agenda will incorporate all pertinent discussion, comments, and references. The agenda motions will be assigned by the

President to the appropriate committee or to the full Board.

2.2.1.2 Agenda ~~items motions~~ will be ~~transmitted electronically~~ made available to each Board member as soon as approved. Board members will receive or be able to access the full agenda/Journal electronically ~~within a~~ approximately one week after the deadline for submission of motions.

2.2.1.3 The President, ACBL management, the Finance Committee and the Appeals and Charges Committee will be permitted to place financial or disciplinary items and similar matters on the agenda at any time.

2.2.1.4 Any motion submitted ~~to~~ for the agenda with an anticipated cost or savings of more than \$10,000 will automatically be sent to the Finance Committee for input.

2.2.2 Non-agenda items

2.2.2.1 A motion received too late for inclusion in the agenda/Journal may be presented at the initial meeting of the Board as a non-agenda item motion. A majority affirmative vote of the Board members present is required to consider a non-agenda item motion.

2.2.2.2 No motion involving a potential financial impact in excess of \$10,000.00 will be introduced as a non-agenda item motion without either the approval of the Executive Committee or three days' notice to the Board. Such motion will require 2/3 vote of the Board members present for consideration. (Effective January 1, 2020.)

2.3 Reconsideration

2.3.1 A motion ~~considered and~~ acted upon by the Board may only be reconsidered at the same meeting upon a motion for reconsideration by a member of the Board who voted on the prevailing side and subsequent approval of the motion to reconsider by a 2/3 vote of the Board members present.

2.3.2 A motion ~~considered and~~ acted upon by the Board may be reconsidered at the next subsequent meeting upon a motion for reconsideration made by ~~a~~ any member of the Board and subsequent approval of the motion to reconsider by a 2/3 vote of the Board members present.

- 2.3.3 A motion ~~considered and~~ acted upon by the Board will be reconsidered at the next subsequent meeting if a request for reconsideration is submitted by the Board of Governors.
- 2.4. Annual Actions
- 2.4.1 The President will be elected at each Fall meeting.
- 2.4.2 The General Conditions of Contest for all bridge events will be approved annually at the Summer meeting. This subsection shall not prevent actions by the Board of Directors, at other meetings, to resolve situations that must be addressed prior to the next Summer meeting.
- 2.4.3 The operating budget for the following calendar year will be approved at the Fall meetings.
- 2.5 Consent Calendar ~~The Board of Directors will utilize a consent calendar.~~
- 2.5.1 ~~The entire~~ A consent calendar will be presented at the opening session of the Board meeting for approval. If an item is removed from the consent calendar, it will be considered by the full Board during the time assigned to the committee for its other items.
- 2.5.2 Motions that are approved or refused unanimously by a committee with no substantive changes may be placed on the consent calendar.
- 2.5.3 Motions that have been amended by the committee and subsequently approved unanimously by that committee must be ~~published~~ made available to the full Board no later than seven (7) days prior to the Board meeting in order to be placed on the consent calendar.
- 2.5.4 One vote is sufficient to remove a motion from the consent calendar. A Board member requesting removal of an item from the consent calendar should make their intention known to the committee chair and motion maker(s) prior to the commencement of the Board meeting so that informational questions are answered ahead of the Board meeting and removal from the consent calendar possibly may be avoided.

(Effective January 1, 2020.)

Section 3 – Committees (Effective January 1, 2020.)

- 3.1 All motions, except those designated for the full Board, will be referred by the President to the appropriate committee chair for consideration. Committee chairs have a responsibility to read motions assigned to their committee, respond to the motion maker(s), and process the motions in a timely fashion.
- 3.2 Committee chairs should publish their electronic meeting schedule to the full Board at least three (3) days prior to such meetings and include an agenda of motions to be considered at the meeting. Board members who wish to express opinions on specific motions should endeavor to attend the committee meeting. If a Board member is unable to attend, he should let his position be known to the committee chair in writing before the committee meeting.
- 3.3 Once the committee vote has been taken on a motion, the committee chair should complete a committee decision form which records any amendments, committee recommendation, the vote and the arguments in favor of and against the motion. This form should be completed quickly after the committee meeting and posted to the ~~electronic~~ Journal.
- 3.4 The chair of a committee or his designee is responsible for presenting his committee's motions to the Board as a whole for consideration or vote.
- 3.5 When bringing a committee motion before the full Board, committee chairs should have available the following information: current policy, alternatives considered, objectives to be accomplished, discussion and, **if necessary,** financial impact.
- 3.6 The Board shall act upon each committee's report, which shall include a recommendation on each motion assigned to it for consideration. After the committee chair presents a motion, Board members should only ask informational questions before the debate on the pros and cons **of the motion.** Debate should not be repetitive or argumentative.
- 3.7 No motion which has been substantively changed from its presentation in the Journal may be voted on by the Board until ~~Board members have electronically received~~ a copy of the revised and/or amended motion **has been made available in the Journal.**
 - 3.7.1 No motion or proposed amendments to motions may be substantively changed—**presenting a new concept that is different**—from the presentation in the Journal. However, an amendment that is not in conflict with the spirit of the original motion submitted, and yet still relevant to it, is in order. **If there is**

any question whether or not a change is substantive, ~~F~~the ACBL President, chair of the appropriate committee and In-House Counsel will make the determination as to whether or not a revised motion or proposed amendment is, in fact, a new concept that would require a new motion to be submitted to the Journal at a subsequent meeting.

~~3.7.2 If it is determined that the proposed motion or amendment is in order, no vote will be taken until Board members have been presented with a written copy of the revised and/or amended motion.~~

3.8 Motions from Board members may be withdrawn by the maker(s) **in their sole discretion** at any time prior to presentation to the full Board. Motions may be withdrawn after presentation to the full Board with the consent of a majority of the Board. **Motions are considered presented to the full Board when they are brought forward for discussion by the chair of the committee to which they were assigned.**

~~3.9 Other duties of chairs may be assigned by the ACBL President or his designee.~~

Section 4 – Voting

- 4.1 Recording of Votes. Following are the procedures to be used when recording votes of the individual members of the Board of Directors on motions that come before them:
- 4.1.1 Votes will be recorded in the minutes on motions submitted by the Board of Governors and action motions. Motions not requiring action, such as reports received, need only have the notation carried or not carried **or received or not received.**
 - 4.1.2 A roll call vote will be taken on a motion when requested by the committee chair or a Board member.
 - 4.1.3 When a roll call vote is not taken, those voting on the non-prevailing side will be asked to identify themselves when the individual Board member votes are to be recorded.
- 4.2 Cloture Rule. A form of cloture may be employed by the Board in handling agenda items. After initial pro and con arguments on an issue, a straw vote (show of hands) should be taken and, when the result is at least 2/3 of those present and voting, either for or against, further debate should cease, and a final vote should be taken.

4.3 Second Reading

- 4.3.1 When a proposed regulation requires a second reading, it will be put on the full Board agenda and not be presented for committee action for ~~the its~~-second reading unless there is ACBL member feedback, including Board of Governors. If any substantive change is made to the proposed regulation, it will require a subsequent third reading by the Board of Directors.
- 4.3.2 Any action by the Board quantitatively changing masterpoint awards shall become effective only after Board approval at the next meeting following its initial approval.

4.4 Electronic Voting

- 4.4.1 When voting on a motion to be approved by unanimous written consent pursuant to New York Not-for-Profit Law Section 708(b), the Board may do so electronically (by email or facsimile).
- 4.4.2 Each member's vote must contain a scanned, faxed, or emailed copy of the voter's signature to be valid.

Section 5 – Minutes

- 5.1 All actions of the Board of Directors will be reported in the minutes. Where action involves adoption of reports or collateral documents, the Board authorizes the substitution of a summary or abstract thereof in such minutes. The full report or non-confidential documents will be made available to any interested member of the League. Summaries of oral reports prepared by committee chairs will be included in Board meeting minutes.
- 5.2 Publication in the Bridge Bulletin of the complete minutes of meetings of the Board of Directors is not required. A condensation of major enacted motions, prepared by the ACBL President (or designee), will be published. Recorded votes will be included except in instances where the vote is without dissent.
- 5.3 Ongoing revisions and updates of the codified Board of Directors regulations (Codification) will be an ACBL management function, subject to review and ratification by the Board of Directors.

Section 6 – Evaluation of Meeting

- 6.1 At ~~the conclusion of every Board meeting~~ least annually, the Board should rate its own performance in terms of what went well (and why) and what didn't go well (and why) by using a Board evaluation form or some other method as determined by the Board.

Effective date: Immediately.

Estimated cost/savings: None.

GOVERNANCE COMMITTEE

Hennings (C), Kovacich

Belford, Cuneo, Goodgold, Lodge, Overby, Shoemaker, Smith, Weniger

Staff: Dunn

Original Motion

Item 212-07: Remove Appendix 8-C from the Codification

Moved that:

Appendix 8-C be deleted from the Codification:

~~The following services and materials will be provided by the ACBL:~~

- ~~1. Player Hospitality. The ACBL will provide a snack daily for the players from the first Thursday through the last Saturday. The ACBL will confer with the local committee on the choice of snacks to provide local flavor. (effective 9/25/20)~~
- ~~2. Concession Coupons for Players. The ACBL will provide a \$2 coupon to be used at the concession stand(s) for each player at the 10am and 3pm games throughout the tournament.~~
- ~~3. Concession Coupons for Volunteers. The ACBL will provide 350 \$10 coupons to be applied against entry fees for local volunteers.~~
- ~~4. Welcome Gift. The local committee may choose a welcome gift for the players. The cost of the welcome gift is not to exceed \$5 inclusive of tax and shipping to Horn Lake and must be submitted to the Meeting Services Manager for approval. The ACBL will order and pay for the welcome gifts.~~
- ~~5. Intermediate/Newcomer (I/N) Welcome Gift. The local committee may choose a welcome gift for the I/N players. The cost of the welcome gift is not to exceed \$3 inclusive of tax and shipping to Horn Lake and must be submitted to the Meeting Services Manager for approval. The ACBL will order and pay for the I/N welcome gifts.~~
- ~~6. Intermediate/Newcomer Program. The ACBL will arrange for and compensate all I/N program speakers. The ACBL will provide promotional material to clubs and to players with fewer than 100 masterpoints within the area of dominant influence of the tournament.~~
- ~~7. Section Top Prizes. The local committee may choose a section top prize for the players. The cost of the prize is not to exceed \$4 inclusive of tax and shipping and must be submitted to the ACBL Meeting Services Manager for approval. The ACBL will order and pay for the prizes~~
- ~~8. Printing. Printing, as approved by the ACBL, will include the souvenir program book, restaurant guide, flyers and other promotional materials.~~
- ~~9. Supplies. The ACBL will provide signs, bulletin boards, registration cards, partnership cards, etc.~~
- ~~10. Vu-Graph. The ACBL will produce and fund the vu-graph program for the major team event finals.~~

~~11. Local Committee Appreciation. The ACBL will provide the local committee with \$7,500 to be used by the local committee at their discretion to show their appreciation to local volunteers in lieu of the ACBL hosting a local volunteer dinner immediately prior to the tournament. The local committee is responsible for any other expenditures and is encouraged to raise additional funds through the NABC promotional games and event sponsorship. The local committee may choose to use local funds to supplement the ACBL funds for either specific items or additional items/events~~

~~Sleeping Rooms for Volunteers~~

~~1. — Rooms will be provided to key committee chairs during the time their presence on site is necessary to the smooth running of the NABC. This may include the following committee chairs:~~

~~Partnership
Registration
Player
Hospitality
Information
Intermediate/Newcomer
Section Tops/Awards~~

~~2. — Up to three more rooms will be provided as needed for other committee chairs, to include:~~

~~Volunteers
Caddies
Special Events (Tours)
Transportation Tournament Co-Chair~~

~~3. — The Tournament Chair will be provided with a one-bedroom suite. In short, the ACBL will provide ten (10) guest rooms for volunteers plus a one-bedroom suite for the Tournament Chair.~~

~~4. ACBL will provide a one-bedroom suite for the host District Director.~~

Effective date: Immediately.

Estimated cost/savings: None.

GOVERNANCE COMMITTEE

Hennings (C), Kovacich (VC)

Belford, Cuneo, Goodgold, Lodge, Overby, Shoemaker, Smith, Weniger Staff:
Dunn

Original Motion

Item 212-08: Add sleeping rooms to body of Codification

Moved that:

Codification Part 2 – Bridge Operations, Chapter VIII – North American Bridge Championships, C. Finances be amended as follows:

Section 4 — Remuneration of Support Staff and Volunteers (Effective June 30, 2019)

- 4.1 The Seeding Chair receives free room and free play privileges for the duration of the tournament.
- 4.2 The Goodwill Chair receives two nights hotel and two days (four sessions) free play privileges for each NABC where a Goodwill Reception is held. (See also Ch. I – Membership, D. Goodwill, Ethics and Zero Tolerance, Section 1 – Goodwill Committee, 1.5 Goodwill Committee Chair and C0-Chair.)
- 4.3 The Volunteer Member of the Year for the Spring NABC receives airfare, two nights hotel, three days per diem and free play privileges for the duration of the tournament.
- 4.4 The Goodwill Member of Year for the Spring NABC receives airfare, two nights hotel, three days per diem and free play privileges on Goodwill Day. (See also Ch. I – Membership, D. Goodwill, Ethics and Zero Tolerance, Section 1 – Goodwill Committee, 1.7 Goodwill Member of the Year.)
- 4.5 Intermediate/Newcomer speakers (limited to 20 speakers) are to be paid a set fee (\$75) for speaking to the I/N players.
- 4.6 **Sleeping Rooms for Volunteers**

4.6.1 Rooms will be provided to key committee chairs during the time their presence on site is necessary to the smooth running of the NABC. This may include the following committee chairs:

Partnerships

Registration

Player

Hospitality

Information

Intermediate/Newcomer

Section Tops/Awards

4.6.2 Up to three more rooms will be provided as needed for other committee chairs, to include:

Volunteers

Caddies

Special Events (Tours)

Transportation

Tournament Co-Chair

4.6.3. The Tournament Chair will be provided with a one-bedroom suite. In summary, the ACBL will provide ten (10) guest rooms for volunteers plus a one-bedroom suite for the Tournament Chair.

4.6.4. ACBL will provide a one-bedroom suite for the host Regional or District Director.

~~Section 5—NABC Financial Plan~~

~~5.1 The NABC Financial Plan is approved.~~

~~See Appendix 8-C NABC Financial Plan~~

Effective date:

Estimated cost/savings:

GOVERNANCE COMMITTEE

Hennings (C), Kovacich (VC)

Belford, Cuneo, Goodgold, Lodge, Overby, Shoemaker, Smith, Weniger Staff:
Dunn

Original Motion

Item 212-09: Update Codification regarding Board expenses

Moved that:

Codification Part 1 – Governance and Policy, Chapter IV – Board Procedures, B.
Expenses be amended as follows:

Section 2 – Board of Directors Expenses

This policy pertains to Board members and Chair of the Board of Governors for ACBL meetings or functions. The ACBL will reimburse the following expenses:

2.1 Travel via Air

2.1.1 Actual ticket price using advance non-refundable ticketing, reflecting the lowest direct service fare available for travel at reasonable times for the travel dates. Travelers may upgrade to business/first class so long as no additional expense is incurred by ACBL.

2.1.2 On an individual basis, when authorized by the President **and Executive Director**, spouse/companion airfare to a meeting will be paid when needed **for medical support**.

2.4 Per Diem Meals

2.4.1 **Reimbursement for meals** Per diem for meals will be paid on the basis of the applicable IRS meals-only per diem rate for travel within the 48 continental United States (including the District of Columbia) (“CONUS”). For travel outside CONUS, meals-only per diem will be paid at the applicable IRS per diem meals-only rate for the highest cost CONUS city.

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.

2.4.3 Board member per diem may be reduced by up to 25% by the ACBL Treasurer based on the concierge privileges.

2.4.4 Board member per diem will be reduced for meals provided by the ACBL and for meals received that are directly related to a Board member’s position on the ACBL Board of Directors.

~~2.4.5 An option is available to local committees for a celebration to honor NABC volunteers in lieu of the ACBL hosting a local volunteer dinner immediately prior to the tournament; the Volunteer Host Committee will receive a \$7,500 contribution from the ACBL to be used at its discretion to recognize its volunteers.~~

2.5 Additional Reimbursable Expenses

2.5.1 Attendees will be reimbursed for the reasonable actual costs of baggage handling and storage expenses. Attendees will also receive the allowable daily incidental expense amount included in the daily per diem allowance.

2.5.2 Ground transportation to and from airports at home and at the NABC location plus reasonable tips will be reimbursed.

2.5.3 Parking of the attendee's personal automobile at the airport will be reimbursed for the same number of days as the per diem reimbursement.

~~2.5.4 Airport departure taxes will be reimbursed.~~

~~2.5.5 Expenses incurred in exchanging non-U. S. dollars will be reimbursed at the exchange rate prevailing when incurred. In addition, credit card and other currency conversion charges will be reimbursable.~~

Section 3 – WBF Representatives (Section deleted 11/2018)

Section 4 – Board of Directors' Stipend

4.1 The President of the ACBL, each Regional Director, District Director and the Chair of the Board of Governors will receive an amount of \$1,000 three times per year to reflect travel to District and Unit events, telephone expenses, mailings and miscellaneous office expenses connected with their offices. ~~the office of District Director and Chair of the Board of Governors.~~

Effective date: Immediately.

Estimated cost/savings: None.

GOVERNANCE COMMITTEE

Hennings (C), Kovacich (VC)

Belford, Cuneo, Goodgold, Lodge, Overby, Shoemaker, Smith, Weniger

Staff: Dunn

Original Motion

Item 212-10: Reimbursement Limitations

Moved that:

The ACBL Codification, Part 1– Governance and Policy, Chapter IV – Board Procedures, B. Expenses, sections 2.3.1 and 2.4.2 be amended as follows:

2.3.1 Board members will be reimbursed 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; ~~provided, however, if the Board member attends the Board of Governors meeting, the reimbursement will extend through the first Saturday night of the NABC.~~

2.4.2 Per diem will be paid beginning with the day before the first officially scheduled meeting and continuing through the day after the last reimbursable hotel night. ~~through either the day of departure or the Sunday of the Board of Governors meeting, whichever is earlier.~~

Effective date: January 1, 2022

Estimated cost/savings: \$38,160 (based on 25 DDs and an estimated per diem and hotel rate).