In the Matter of Arbitration Between:

NATIONAL FOOTBALL LEAGUE MANAGEMENT COUNCIL

("NFLMC/Council")

and

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

("NFLPA/Union")

OPINION AND AWARD

This case involves Team Report Cards ("Report Cards") the NFLPA intends to issue publicly in 2026, giving letter grades and commentary involving those grades, about various working conditions for the 32 teams ("Clubs") that comprise the National Football League ("NFL"). These Report Cards are based upon a document ("survey") it made available to NFL players ("Players") during the 2025 season.

The NFLMC filed the instant expedited grievance against the NFLPA contending that the creation and/or issuance of these Cards violates Article 39, Section 5(c)(iv) ("Article 39") and/or Article 51, Section 6 ("Article 51") of the parties' Collective Bargaining Agreement ("CBA"), as well as Section 9.1(C)(4) of the NFL Constitution and Bylaws ("NFL Constitution"). It seeks various remedies, including an order that prevents

the NFLPA from publicly issuing or discussing these Report Cards. The Union maintains that the grievance is entirely without merit.

Throughout these proceedings, lead counsels for the NFLPA have been Jeffrey Kessler and David Greenspan, Esquires. Lead counsels for the NFLMC have been Adam Lupion and Joshua Fox, Esquires. Counsels for both parties filed extensive pre-hearing briefs, in addition to briefs concerning various discovery issues.

ISSUES

1. Whether the NFLPA's forthcoming publication and public promotion of its Team Report Cards (based on the results of its Player Survey) would violate Article 51, Section 6 of the CBA and NFL Constitution & Bylaws Section 9.1(C)(4) incorporated by Article 2, Section 4. If so, what shall the remedy be?

2. Whether the NFLPA's Player Survey violates Article 39, Section 5(c)(iv), and by extension Article 2, Section 2, of the CBA. If so, what shall the remedy be?

CONTRACT PROVISIONS

- Article 2, Section 2 (Implementation): "The parties will use their best efforts to faithfully carry out the terms and conditions of this Agreement and to see that the terms and conditions of this Agreement are carried out in full by players and Clubs . . ."

- Article 2, Section 4: "This Agreement represents the complete understanding of the parties on all subjects covered herein, and there will be no change in the terms and conditions of this Agreement without mutual consent. Except as otherwise provided in Article 47, Section 6, on Union Security, the NFLPA and the NFL waive all rights to bargain with one another concerning any subject covered or not covered in this Agreement for the duration of this Agreement, including the provisions of the NFL Constitution and Bylaws; provided, however, that if any proposed change in the NFL Constitution and Bylaws could significantly affect the terms and conditions of employment of NFL players, then the NFL will give the NFLPA notice of and negotiate the proposed change in good faith."

- Article 39, Section 5 (Accountability and Care Committee): (a) "The parties agree to establish an Accountability and Care Committee, which will provide advice and guidance regarding the provision of preventive, medical, surgical, and rehabilitative care for players by all Clubs during the term of this Agreement . . . (c) The Committee is charged with the following responsibilities . . . (iv) Conduct a confidential player survey at least once every

three years to solicit the players' input and opinion regarding the adequacy of medical care provided by their respective medical and training staffs, and commission independent analyses of the results of such surveys . . . Coordinate public statements by the NFL, NFL Players Association, Clubs and other interested parties regarding football-related health and safety issues . . .".)

- Article 43, Section 1 (Non-Injury Grievance): "Any dispute (hereinafter referred to as a 'grievance') arising after the execution of this Agreement and involving the interpretation of, application of, or compliance with, any provision of this Agreement, the NFL Player Contract, the Practice Squad Player Contract, or any applicable provision of the NFL Constitution and Bylaws or NFL Rules pertaining to the terms and conditions of employment of NFL players, will be resolved exclusively in accordance with the procedure set forth in this Article, except wherever another method of dispute resolution is set forth elsewhere in this Agreement."

- Article 43, Section 8: " . . . The decision of the arbitrator will constitute full, final and complete disposition of the grievance, and will be binding upon the player(s) and Club(s) involved and the parties to this Agreement, provided, however, that the arbitrator will not have the jurisdiction or authority: (a) to add to, subtract from, or alter in any way the provisions of this Agreement or any other applicable document; or (b) to grant any remedy other than a money award, an order of reinstatement, suspension without pay, a stay of suspension pending decision, a cease and desist order, a credit or benefit award under the Bert Bell/Pete Rozelle NFL Player Retirement Plan, or an order of compliance with a specific term of this Agreement or any other applicable document, or an advisory opinion pursuant to Article 39, Section 5(f)."

- Article 51, Section 6: "The NFLPA and the Management Council agree that each will use reasonable efforts to curtail public comments by Club personnel or players which express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club, a player, or any other person involved in the operation of a Club, the NFL, the Management Council, or the NFLPA."

- Article 67, Section 1: "To the extent that federal law does not govern the implementation of this Agreement, this Agreement shall be construed and interpreted under, and shall be governed by, the laws applicable to contracts made and performed in the State of New York."

NFL CONSTITUTION & BYLAWS

Section 9.1(C)(4): **"**No member, nor any stockholder, director, officer, partner, or employee thereof, or person holding an interest therein, nor any officer or employee of the League shall . . . Publicly criticize any member club or its management, personnel, employees, or coaches and/or any football official employed by the League. All complaints or criticisms in respect to the foregoing shall be made to the Commissioner only and shall not be publicized directly or indirectly."

FACTS

The NFLMC is the multi-employer bargaining representative of the Clubs which employ the Players. The NFLPA is the duly authorized union for those Players.

The NFLMC and NFLPA have been parties to a series of labor agreements. The current CBA contains the above contract provisions.

On or about March 1, 2023, the NFLPA publicly issued its first Report Cards, based upon responses it received from a survey it conducted among Players during the 2022 season. ("2023 Report Cards"). In early 2024, the NFLPA issued its second Report Cards, based upon responses it received from a Player survey it conducted during the 2023 season. ("2024 Report Cards"). In early 2025 the NFLPA issued its third Report Cards, based upon information it accumulated from a Player survey it conducted during the 2024 season. ("2025 Report Cards").

The Report Cards for all three of these years contained grades and commentary that included negative aspects of various working conditions at Clubs, and sometimes specific individuals associated with those Clubs. All these Report Cards also contained grades and commentary that involved complements of various aspects of working conditions at Clubs, and sometimes specific individuals associated with those Clubs.

The NFLPA made the Report Cards for all three years available to the public, posting them on the public portion of its website.[1] Officials of the NFLPA also engaged in campaigns of publicity concerning these Report Cards. The NFLPA annually held a press conference at the NFL Combine to further publicize the results of the Report Cards.

[1] The NFLPA website also contains a private, members only portion that requires credentials to access.

Shortly after the NFLPA issued the 2023 Report Cards the NFLMC expressed its disapproval to the Union about their issuance. The NFLMC did the same following release of the 2024 and 2025 Report Cards.

Since issuance of the 2023 Report Cards the NFLMC has repeatedly sought from the NFLPA information about the survey upon which the Report Cards were based, the responses of the Players, and the methodology used in establishing the content of the Report Cards and the grades given therein. Although the NFLPA refused to provide any of this information concerning the 2023, 2024 and 2025 Report Cards, the NFLMC did not file a grievance over their issuance.

In 2025, the NFLPA informed the NFLMC that it intended to conduct the Player survey that year "in similar fashion to previous years." It also made clear that it was planning to publicly release 2026 Report Cards early the following year.

On August 19, 2025, the NFLMC filed the instant Non-Injury Grievance, alleging that the NFLPA's plan again to conduct a Player survey in 2025 and publicly release 2026 Report Cards, accompanied by a media campaign about those Report Cards, would be a violation of Articles 51 and 39 of the CBA, as well as Section 9 of the NFL Constitution

The Article 51 provision cited by the NFLMC in the grievance contains the following language:

> The NFLPA and the Management Council agree that each will use reasonable efforts to curtail public comments by Club personnel or players which express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club, a player, or any other person involved in the operation of a Club, the NFL, the Management Council, or the NFLPA.

The Article 39 provision cited by the NFLMC in the grievance contains the following language:

> The parties agree to establish an Accountability and Care Committee, which will provide advice and guidance regarding the provision of preventive, medical, surgical, and rehabilitative care for players by all Clubs during the term of this Agreement . . . (c) The Committee is charged with the following responsibilities . . . (iv) Conduct a confidential player survey at least once every three years to solicit the players' input and opinion regarding the adequacy of medical care provided by their respective medical and training staffs, and commission independent analyses of the results of such surveys . . . Coordinate public statements by the NFL, NFL Players Association, Clubs and other interested parties regarding football-related health and safety issues . . .

The NFL Constitution provision cited by the NFLMC in the grievance contains the following language:

> No member, nor any stockholder, director, officer, partner, or employee thereof, or person holding an interest therein, nor any officer or employee of the League shall . . . Publicly criticize any member club or its management, personnel, employees, or coaches and/or any football official employed by the League. All complaints or criticisms in respect to the foregoing shall be made to the Commissioner only and shall not be publicized directly or indirectly."

On October 15, 2025, the NFLPA denied this grievance. On October 29, 2025, the NFLMC exercised its right to expedite the grievance pursuant to Article 43, Section 4 of the CBA to obtain a ruling before the NFLPA's planned public release of the 2026 Report Cards. The arbitration hearing was scheduled for January 9, 2026 before the undersigned Arbitrator.

On December 18, 2025, the Arbitrator conducted a virtual conference with counsel concerning various discovery requests made by both sides. During this conference the Arbitrator did not compel production of any of the material in dispute Nonetheless, following this conference the NFLPA voluntarily provided to the NFLMC the

survey that it had used with players in 2025, the results of which would form the basis for the 2026 Report Cards.[2]

This survey asked Players about various aspects of their working conditions. These included treatment of their families, field conditions and playing surfaces, team travel, nutrition, food and dining areas, locker rooms (practice facility), athletic training rooms and Club medical and training staffs (including athletic trainers and physical therapists), weight rooms and strength and conditioning staff, coaching staff (including head coach, position coaches, and coordinators), general managers, owners, mental health and wellbeing services, and overall team assessment (as well as a redacted section on international travel).

The survey questions were such as "Does your team offer childcare services for players' families on game day?" and "Does your team's nutritionist/dietician work with you to provide a nutrition plan that meets your needs?" Most of the questions were either multiple-choice or asked Players to rate aspects of their working conditions on a scale of 1 to 10. Some questions elicited a more detailed response and were open-ended and optional. ("Any other comments you'd like to add about your experience with field surfaces? This question is optional."). The Survey asked Players what Clubs can add, change, or do better or differently with respect to the categories.

Prior to the arbitration hearing, counsel for both parties submitted detailed and comprehensive pre-hearing briefs for the Arbitrator's consideration. At the hearing, the

[2] The NFLMC had not previously seen the survey document for any of the Report Cards. The NFLPA continued to decline to release to the NFLMC the individual Player survey results.

parties stipulated to the above noted issues to be resolved by the Arbitrator and agreed to place into evidence a voluminous number of exhibits. Following lengthy opening statements being made by counsel, each side called one witness.

The NFLMC called Jackie Chorn ("Chorn"), a Director at National Economic Research Associates, who is an expert in survey design and methodology. After reviewing the language of Article 39 and the 2025 Player survey, Chorn expressed concerns about various aspects of both an Article 39 and Player survey being done by Players in the same season. Those concerns included response rates, fatigue with taking surveys, and order and context effects.

The NFLPA called its Director of Data Analytics, Emily Thomas ("Thomas"). Thomas testified about the process the NFLPA has undertaken to compile the Report Cards for 2026. Based upon the testimony of Thomas, as well as evidence concerning what has occurred in previous years, the process for making and the contents of the 2026 Report Cards has been and/or will be as follows.[3]

As it has in the past, the NFLPA engaged a survey firm, Artemis Strategy Group ("Artemis"), to survey the Players.[4] The NFLPA also worked with Artemis to interpret and synthesize the survey responses. Players' multiple-choice answers have been

[3] Thomas only began working with the NFLPA in her current position in 2025, and she therefore was not involved with the 2023, 2024 or 2025 Report Cards. It is anticipated, however, that the process the NFLPA has been using for making the 2026 Report Cards, and the final format for those Report Cards if released, will not differ significantly from that for the 2025 Report Cards.

[4] Eighty percent of the players completed this survey in 2025. This was the highest Player participation rate ever.

aggregated and converted by the NFLPA into letter grades in eleven individual categories, using a grading spectrum of A to F-. The categories have also been weighted according to a publicly available scale developed by the NFLPA and Artemis to achieve overall letter grades. The NFLPA is also creating a short narrative "Overview" and commentary on specific topics for each Club's Report Card. To do so, the NFLPA has evaluated Players' survey responses and amalgamated them into anonymized summaries of Player sentiment. Occasionally, the NFLPA will decide to include a specific quote, but they will never be published with attribution to the Player. Individual Players' survey responses - whether critical, positive, or neutral - will remain confidential and are not to be published. Only the final Report Card for each Club will be published on the NFLPA's website, and all 32 clubs will be ranked, from best to first. Where the NFLPA believes context will be needed to explain a letter grade, the NFLPA will include it in those Report Cards.[5]

Following the arbitration hearing, the parties agreed to have the Arbitrator's Award issued on February 12, 2026. This Award now results.

[5] In the 2025 Team Report Cards, about one-third of the Clubs' grades were in the A range (A+, A or A-), and about 40% were in the B range. Less than 10% of the grades were in the D or F range.

SUMMARY POSITION OF THE NFLMC

The grievance should be sustained because the Union's so-called Player "survey" and publication of Report Cards violate the CBA in the following respects.

For the last three NFL seasons, the NFLPA has published, amplified, and promoted statements from Players that are critical of Clubs or, at a minimum, tend to cast discredit upon the Clubs, their personnel and their operations. The NFLPA has committed to doing so again this year "in similar fashion to previous years." The NFLPA's undisputed conduct runs afoul of Article 51 of the CBA, where the NFLPA agreed to "use reasonable efforts to curtail public comments by . . . players which express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club . . . or any other person involved in the operation of a Club . . ."

The only issue for the Arbitrator is whether the 2026 Report Cards will contain statements from Players that are critical of Clubs or tend to discredit Clubs. There can be no rational dispute that the Report Cards will be rife with such statements.

By design, past Report Cards showcased pointed comments from Players that expressed criticisms of and tended to discredit Clubs. For example, Players directly questioned ownership commitment—*e.g.,* Cardinals Players said Michael Bidwill is only "somewhat committed to building a competitive team," Chiefs ownership was ranked "least willing to invest in team facilities," and Jets owner Woody Johnson received a grade of "F," with Jets Players citing "perceived top leadership issues" and describing issues as "top-down problems." Moreover, certain Clubs received "F-minus" grades across categories—Falcons Players noted their "strength coaches detract from their

overall success" and described a "toxic environment" that is "[not] NFL quality," Ravens Players described their former strength coach, Steve Saunders, as "markedly negative," Bengals Players accused owner Mike Brown of being unwilling to spend to improve the facility to better accommodate families, and Chargers Players criticized the facilities as "gross" and graded the training staff as one of the worst in the league—to name a few.

Public statements from Players like those highlighted above—which are illustrative only and by no means exhaustive—should be the end of the inquiry, because the NFLPA made no efforts whatsoever, let alone "reasonable efforts," to curtail such statements, which the Union expressly admits. To the contrary, the Union actively solicits criticisms from Players about Clubs, assigns letter grades—which are the NFLPA's attempts to aggregate the Players' comments into a single "metric" and also constitute criticisms and cast discredit upon Clubs in many cases—and then broadcasts those grades and Players' criticisms to the world in several different forums. The Union choreographed a branded campaign to market such criticisms to the public. This behavior is the antithesis of curtailment. Not only is the campaign designed specifically to publicly shame the Clubs, an anathema to harmonious labor relations between the collective bargaining parties, it also plainly violates the clear and unambiguous terms of the contract.

Second, Article 39 requires the parties to "[c]onduct a confidential player survey at least once every three years to solicit the players' input and opinion regarding the adequacy of medical care provided by their respective medical and training staffs and commission independent analyses of the results of such surveys." The NFLPA is obligated by Article 2, Section 2 of the CBA ("Article 2") to use its "best efforts" to see that all

terms and conditions of the CBA are carried out in full, including the obligation to conduct the Article 39 joint survey. The evidence—specifically widely-accepted principles of survey science, which have been expressed in real-time to the NFLPA by the parties' jointly-retained survey expert—show that the NFLPA's insistence on conducting its own survey impedes the parties' ability to conduct a reliable joint survey in accordance with Article 39, falling far short of the NFLPA's best-efforts obligation.

Accordingly, the NFLMC seeks a declaration that: (i) the NFLPA's plan to publicize its 2026 Report Cards in any manner violates Article 51 of the CBA and also the NFL Constitution and Bylaws; (ii) the NFLPA's unilateral survey program undermines and interferes with the Article 39 joint survey and contravenes the NFLPA's best-efforts obligation under Article 2; (iii) corresponding cease-and-desist orders barring the NFLPA from publishing and promoting its Report Cards that contain comments from Players that violate Article 51, and from conducting surveys of Players that undermine and interfere with the Article 39 joint survey; and (iv) such other and further relief as the Arbitrator deems appropriate. This relief is necessary to give effect to the plain text of the CBA, protect the bargained-for processes, and prevent recurrence of contract violations on the eve of another Report Cards release.

SUMMARY POSITION Of THE NFLPA

For the past three years, the NFLPA has surveyed its Player members about their respective employers' working conditions. The NFLPA then analyzes and synthesizes the responses and editorializes the survey results with Union-issued letter grades and

curated Union commentary to create the Report Cards, which are then published on the NFLPA's website. This is quintessential Union speech. The Report Cards inform Players about different aspects of Club working conditions and provide Clubs with actionable feedback about best practices, success stories and areas for improvement.

Through this grievance, the NFLMC improperly attempts to secure what it could not at the bargaining table: a limitation on Union speech and a prohibition on the NFLPA exercising that speech by publishing the Report Cards. Federal labor law would not have permitted such a bargain in any event. The NFLPA Report Cards reflect the Union's messaging regarding the results of Player surveys about Club working conditions—a subject at the core of the Union's mission and protected from employer interference under the NLRA. The Report Cards have sparked improvements in working conditions, both by commending Clubs where their working conditions are well-perceived by Players and assigning lower grades and offering actionable feedback where Players believe Club working conditions need improvement. And the Report Cards help Players make more informed choices about prospective employers. The CBA prohibits none of the NFLPA's Report Cards-related conduct; federal labor law protects all of it.

The NFLMC, however, faces pressure from Clubs who do not like certain of their grades or the Union's commentary about them. Desperate for an argument to suppress Union speech, the NFLMC has manufactured two theories to stop it: (1) the Report Cards violate the Union's obligation under Article 51 to "use reasonable efforts to curtail public comments" by Players that are critical of the Clubs; and (2) the Report Cards violate

Article 39 of the CBA, which requires the NFLMC and the NFLPA to conduct a joint survey of Players every three years on the medical care Clubs provide. Neither claim has merit.

First, Section 7 of the NLRA forecloses the NFL's grievance at the outset. The NLRA broadly protects the Union's right—and Union members' rights—to speak out and advocate for improved working conditions, even publicly and even if extremely critical of management. Put another way, even if the Arbitrator were to agree with the NFL's CBA-based arguments, the NLRA would still preclude the Arbitrator from stopping the NFLPA's publication of the Report Cards.

Second, Article 51 expressly does not apply to Union (or NFLMC) speech. It therefore does not apply to the NFLPA's creation and publication of the Report Cards. This Article imposes a mutual obligation that merely requires that the NFLPA and NFLMC use "reasonable" (not total) efforts to "curtail" (not eliminate) Player and Club criticism of one another. The CBA does not purport to limit the NFLPA from freely and publicly criticizing Clubs or limit the NFLMC from freely and publicly criticizing Players. And to the extent that Article 51 applies at all to the Report Cards, the NFLPA has made "reasonable" efforts to "curtail" Player criticisms by anonymizing all Player responses with no attribution and surrounding negative commentary with positive or constructive feedback. The NFLMC's own past practice confirms that the Union's efforts are more than sufficient under Article 51.

Third, the NFLMC contends that the NFLPA would violate Article 39 by conducting a Report Cards survey "close in time" to the medical care survey that the CBA requires the parties to jointly conduct every three years. But no joint medical care survey has

been conducted since 2015, and it is the NFLMC, not the Union, that refuses to cooperate on a new one. Looking forward, the NFLPA is on the record that it would work with the NFLMC and a jointly selected third-party survey operator to reasonably ensure that the Report Card surveys do not undermine any "close in time" Article 39 survey in the years that one is conducted. Right now, however, the NFLMC continues to refuse to conduct an Article 39 survey and thus, there is no live controversy for the Arbitrator to decide. Article 43 enumerates the specific types of relief that the Non-Injury Grievance Arbitrator may award, and advisory opinions about hypothetical, future disputes is not one of them.

The Arbitrator should fully deny this pretextual grievance to insulate Clubs from speech that is protected by federal labor law and fully consistent with the CBA.

OPINION

The NFLMC alleges in this grievance that by surveying the Players in 2025 and/or publicly disseminating the purported results of that survey in 2026 through the issuance of Team Report Cards, and by publicity surrounding them, the NFLPA has/will commit two separate violations of the CBA. The first allegation is that it will violate Article 51, as viewed within the context of the NFL Constitution. The second is that it has violated Article 39.

I address the second of these contentions first. I do so because if I were to sustain the NFLMC's Article 39 claim it arguably could result in my issuing a cease and desist

order against the NFLPA conducting any surveys at all, thereby making moot the NFLMC's claim that publicly releasing the purported results of the survey in the form of Report Cards, and engaging in publicity concerning those Report Cards, is a violation of Article 51.

As previously noted, Article 39 provides as follows:

> The parties agree to establish an Accountability and Care Committee, which will provide advice and guidance regarding the provision of preventive, medical, surgical, and rehabilitative care for players by all Clubs during the term of this Agreement . . . (c) The Committee is charged with the following responsibilities . . . (iv) Conduct a confidential player survey at least once every three years to solicit the players' input and opinion regarding the adequacy of medical care provided by their respective medical and training staffs, and commission independent analyses of the results of such surveys . . . Coordinate public statements by the NFL, NFL Players Association, Clubs and other interested parties regarding football-related health and safety issues . . .

The NFL essentially makes the following two arguments as to why the Article 39 joint survey cannot coexist with the NFLPA's unilateral survey that results in the Report Cards. First, because there is substantial overlap between the content of the two surveys, having Players do both could impact the level of Player participation and skew the results of the Article 39 survey. Second, substantial overlap between the timing of the two surveys could cause the results of one survey to influence the results of the other.

The NFLPA responds as follows. Because the last Article 39 survey was done back in 2015, and none is currently planned for the foreseeable future, potential conflicts between the two surveys is hypothetical. Even if the Arbitrator were to agree with the position of the NFLMC that potential conflicts exist, which he should not, the only thing

the Arbitrator could do would be to issue an advisory Opinion, something he is prohibited from doing under the terms of the CBA.

I am convinced by the NFLPA that no active dispute over an Article 39 survey currently exists over which I have jurisdiction. To the extent that the 2025 participation of Players in completing the NFLPA survey for the 2026 Report Card could harm any future Article 39 survey, that harm has already occurred and could not be remedied. To the extent that the release of a Report Card in 2026 could influence a future Article 39 survey, the fact is that no such survey is currently scheduled and the timing of a future Article 39 survey, if it is ever done, is completely unknown.

I reject any assertion by the NFLMC, or its expert witness, Jackie Chorn, that the two surveys could never co-exist, no matter what modifications might be made in the Report Card survey questions, or agreement made on the timing or sequencing of the two surveys. The evidence before me indicates, if not outright establishes, that it would be possible for agreements on these matters to be made that would not result in significant compromise to the results of either survey. This is important because the NFLPA has repeatedly and explicitly stated that it is willing to work with the NFLMC, and an expert, to make any needed modifications in the substance and/or timing of its survey. It is only after that process were to occur, and the parties were unable to come to an agreement on survey modifications and/or the timing of the two surveys to make both viable in the opinion of an expert, that an active dispute would exist for which an arbitrator could issue a contractually permissible remedy that was not advisory.

Accordingly, I will not sustain the Article 39 portion of the grievance.[6] I now turn to the NFLPA's Article 51 claim. As previously noted, Article 51 provides as follows:

> The NFLPA and the Management Council agree that each will use reasonable efforts to curtail public comments by Club personnel or players which express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club, a player, or any other person involved in the operation of a Club, the NFL, the Management Council, or the NFLPA.

As an initial matter, I am persuaded by the NFLMC that this Article 51 provision has applicability to the instant dispute. While the NFLPA argues that the Report Cards are an act of Union free speech unrestrained in any way by this Article, I agree with the NFLMC that this is not a reasonable interpretation and application of Article 51. At their core, to the extent that the Report Cards contain criticisms of Clubs, they are based directly on criticisms made by Players. On a limited basis, the Report Cards even contain direct quotes from unnamed Players. Absent evidence to the contrary, which does not here exist, I cannot find that it was the intent and understanding of the parties that the NFLPA could serve as a completely unrestrained megaphone through which Player criticisms that resulted from a survey it distributed could be publicly broadcast, notwithstanding that the NFLPA would have an obligation under Article 51 to take reasonable efforts to curtail those very same criticisms if publicly made directly by Players.

Having found that Article 51 has applicability to the case before me, I next turn to decide if the NFLMC has met its burden of establishing that the comments by Players

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[6] It follows, of course, that I also will not sustain this portion of the grievance based upon the assertion of the NFLMC that the NFLPA violated its "best efforts" obligation as set forth in Article 2 of the CBA.

that are contained in the Report Cards "... express criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club . . . or any other person involved in the operation of a Club . . ."[7] I am persuaded by the NFLMC that it has met this burden.

The NFLMC convincingly contends that by its very nature Report Cards with assigned letter grades contain criticisms of Clubs that receive poor grades. This is particularly true given that the letter grades assigned can go as low as an "F-", a grade that does not even exist in normal grading scales of which I am aware.

As to the individual comments contained within the Report Cards that lead to the letter grades, the NFLMC has richly detailed that they do contain numerous criticisms. These include, but are not limited to, the following examples from the 2025 Report Card that are contained in its brief:[8]

- New York Jets: The Union said Players complained that "management responded to feedback [from prior Team Report Cards] by making conditions worse," including cutting the food budget and not retaining a long-time dietician after poor food grades the prior year. The Union also graded owner Woody Johnson an F—the lowest owner rating in the league, 5.58 out of 10—which, according to Players, resulted from his perceived unwillingness to invest in facilities. (NFLMC Ex. 7 at NFL_REPORTCARD_001240.) Players cited "perceived top leadership issues, with some describing issues as 'top-down problems'"—reflecting ownership concerns.

- Cincinnati Bengals: The Union again criticized treatment of families, stating that Players called it a "major concern" and saying there is "little to no effort" to support families. "One player describes the treatment of families as 'almost disrespectful,'" resulting in a grade of F-minus.

[7] For purposes of simplicity, when referencing the language of this provision I sometimes reference only criticisms of "Clubs," notwithstanding that the language of this provision involves more than just "Clubs."

[8] The NFLMC also listed in its brief numerous similar examples from the 2023 and 2024 Report Cards.

- Buffalo Bills: The Union dropped the Club in the overall rankings from prior years because "issues . . . previously raised [by Players] . . . have not been addressed and thus have become greater concerns[.]" The Union claimed Players were concerned that "current [training] staffing is inadequate to help them recover," and "travel continues to be the worst part of their experience" because they "do not have a comfortable amount of space when traveling and the travel schedule itself is a source of significant dissatisfaction."

- Arizona Cardinals: The Union ranked the Club last overall based on Player feedback, criticizing the treatment of families (lack of family events, limits on pregame sideline access, poor in-game family accommodations), and a so-called deficient locker room, training facilities, and weight room. The Union stated that Players also faulted owner Michael Bidwill, saying he "slightly contributes to a positive team culture" and is only "somewhat committed to building a competitive team[.]"

- Philadelphia Eagles: The Union highlighted that Players "are frustrated that mealtimes overlap with the organization's business staff, leading to crowding and limited seats," and "feel they should get first class seats on team flights instead of the coaching staff."

- Tampa Bay Buccaneers: The Union published that Players criticized the locker room, lodging "several complaints about cleanliness, including poor ventilation and a persistent bad smell."

- Jacksonville Jaguars: The Union gave the Club an F for treatment of families; "Players believe that many changes need to be made," including more access to sideline passes, a family room during the game, and upgrades to the post-game family area.

- Kansas City Chiefs: The Union said Players "continue to express the need for renovation and upgrades to the locker room" and criticized the home game hotel as the "lowest in the league," remarking that it is "outdated," the beds are "uncomfortable," and the floors are "dirty and sticky."

- Carolina Panthers: The Union continued to cite Player criticisms of owner David Tepper for using "turf instead of grass, perhaps because it is cheaper to maintain," and complained about travel due to the "new coaching staff moving players from first class last season and placing them in smaller, coach seats.

- New England Patriots: The Union gave the Club a failing travel grade and singled out the "team plane"—"Players specifically responded that 'our plane is the worst thing – size, space, [and] safety,'" and "'it is not conducive to preparedness for athletic performance," because, among other things, "it lacks Wi-Fi and still has ashtrays in the seats." One player also referred to the carpeting in the locker room as "dingy with pieces missing."

- Indianapolis Colts: The Union stated that Players complained of travel arrangements, noting that they "don't feel like they have enough personal space on flights. They want more access to first-class seating."

For these reasons the NFLMC has met its burden of establishing that Article 51 has applicability to the case before me and that the Report Cards do contain criticisms of Clubs, or at the very least "tend to cast discredit upon a Club," within the meaning of that Article. I therefore now turn to address the question of whether the NFLPA has met its burden of successfully establishing the affirmative defense contained within the language of Article 51, specifically that it "use(s) reasonable efforts to curtail" the public comments made by Players through the vehicle of the Report Cards.

In determining if the NFLPA has met this burden, I have given appropriate weight to its contention that several contextual factors favorable to it must be factored into my analysis. These include the language of Article 51 itself, the contents of the survey upon which the Report Cards are based, the totality of the contents in the Report Cards, the reasonable expectation of the parties concerning application of Article 51, and the role of the NFLPA in fulfilling its core mission of representing its members. [9]

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[9] Given what I set forth below, it is understandable why the NFLPA believes these considerations favor its position in this case.

(1) As stressed by the NFLPA, in Article 51 the parties did not impose an absolute, unequivocal obligation on the parties, the NFLMC as well as the NFLPA. Rather, This Article imposes a mutual obligation that requires that the NFLPA and NFLMC use "reasonable" (not total) efforts to "curtail" (not eliminate) Player and Club criticism of one another.

(2) Concerning the contents of the survey that was given to Players during the 2025 season, and from which the 2026 Report Cards are to be based, I do not agree with the NFLMC that they are overtly biased and designed only to invoke criticisms. Many of the questions are neutral in their phrasing and provide an opportunity to grade conditions as very high, as well as very low, based on use of a sliding "best to worse" scale. In addition, while the NFLMC is correct that there are open ended questions that seek input on what can be improved, those questions are normally optional and there is also the opportunity elsewhere to make positive comments.

Having considered all these factors as the NFLPA urges, I am still compelled to find that by use of the Report Cards it does not fulfill its Article 51 obligation to make reasonable efforts to curtail public Player criticisms of Clubs. As argued by the NFLMC, the stark reality is that it does just the opposite. The NFLPA makes the Player criticisms that result from its survey very public by focusing them into Report Cards and then placing those Report Cards on the public portion of its website to be seem by one and all. It further magnifies those criticisms through public comments made about the Report

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(3) The NFLPA is also correct that the Report Cards contain many positive comments. It has fully supported the accuracy of this assertion with specific examples set forth in its brief. It also accurately stresses that the content of the Report Cards has gotten increasingly more positive over the years. In the 2023 Report Cards, 23% of the grades were in the D- and F-range, as compared to 18% in 2024 and 9% in 2025. The NFLPA also convincingly contends that the commentary of the NFLPA contained in these Report Cards has gotten more positive over the years. Once again, It has fully supported the accuracy of this assertion with specific examples set forth in its brief.

(4) As to the reasonable expectations of the parties concerning how Article 51 is to be interpreted and applied, the NFLMC is correct that there has never previously been an analogous situation to that involving the NFLPA's systematic involvement on an annual basis with the Report Cards. Nonetheless, the NFLPA is correct that there have been occasions in the past where owners or others engaged in public criticisms of Players and no known efforts were made by the NFLMC, reasonable or otherwise, to curtail those comments. To the contrary, some were placed on NFL.com. While those situations are of course not before me to decide whether they violated Article 51, the fact remains that both parties could reasonably anticipate some flexibility on how Article 51 is applied.

(5) As to the role the NFLPA is to play in the collective bargaining process, because it is a labor organization any contractual restrictions on its use of Player speech to advocate for better working conditions on behalf of its members must be approached warily.

Cards in press conferences and elsewhere. No amount of contextual analysis can alter these indisputable facts.

By whatever rational definition of the terms "reasonable efforts" and "curtail" one uses, the facts of this case leave me no option but to conclude that in Article 51 the NFLPA agreed to a clear and unmistakable waiver of whatever rights it would otherwise have pursuant to the National Labor Relations Act, or any other legal authority, to serve as a vehicle for obtaining, organizing and then publicly promoting Player criticisms of Clubs through the use of the Report Cards.[10] That the NFLPA was measured in how it elicited or publicly presented Player criticisms does not change this conclusion.[11]

The final consideration for me to address in deciding whether to sustain the NFLMC's Article 51 claim is the argument of the NFLPA that even if Article 51 is interpreted to be a waiver of its right to free Union speech under Section 7 of the NLRA, that right cannot be waived. In answering this question, I begin with the obvious: the expertise of labor arbitrators lies in interpreting and applying contract language to facts, thereby effectuating the negotiated intent of the parties as set forth in that language. That is exactly what I have here, applying the clear and unambiguous language set forth in the parties' CBA to the clear and unambiguous facts of this case. An arbitrator's expertise is not necessarily in interpreting and applying federal or New York law concerning what is and is not a waivable statutory right. That said, I am not persuaded

[10] Consideration of the NFL Constitution, which is incorporated into the CBA, only strengthens this conclusion.

[11] As previously established, the constrains of Article 51 unquestionably also apply to the NFLMC.

by any of the substantial case law presented to me that I should disregard what the parties bargained for in Article 51. Rather, I find these cases involve facts and/or principles that are distinguishable from those involved in the instant case, and that none of those cases are directly "on point" for purposes of this case about the Report Cards.

Accordingly, I will dismiss the Article 39 claim of the NFLMC but sustain its Article 51 claim. As a remedy for the Article 51 violation, I direct that the NFLPA refrain from placing the 2026 Report Cards on the public portion of its website. It must also refrain from making public disclosure of these Report Cards, or any public comments that would reasonably be seen as "express(ing) criticism of any club, its coach, or its operation and policy, or which tend to cast discredit upon a Club .... or any other person involved in the operation of a Club" based upon the results of the 2026 Report Cards.

I conclude by emphasizing what the NFLPA has preserved by prevailing on the Article 39 claim. The NFLPA can still release the 2026 Report Card to its members, complete with letter grades and criticisms such as those contained in the 2025 Report Cards, and it can still post the 2026 Report Cards on the private, members only portion of its website.[12] The remedy I have granted for the Article 51 violation prevents none of that.

In the final analysis, the NFLPA has here preserved the essential purpose of the Report Cards. As was explained in the introduction to the 2025 Report Cards, "from the outset this (Report Cards) initiative has been guided by (the following) two core goals:"

[12] The NFLPA must, of course, make clear to its members and anyone else who will have internal access to the 2026 Report Cards that those Cards, and the criticisms contained in them, are not the be made public.

- Keep players informed: With 32 different workplaces, even small details can impact players' daily experiences. For those with the option to choose their team, knowing how others rate their workplace is invaluable.

- Drive Improvement: The report cards highlight areas where players believe teams can do better, giving clubs actionable feedback to enhance facilities and support systems.

Nothing that I have decided in this case does anything to impede the NFLPA in vigorously continuing to pursue these two core goals in its ongoing representation of its members.

AWARD

The grievance is denied insofar as it concerns the Article 39 claim.

The grievance is sustained insofar as it concerns the Article 51 claim.

The remedy for the Article 51 claim is as set forth in the above Opinion.

Signed this 12th day of February 2026

SCOTT E. BUCHHEIT, ARBITRATOR