

“5 STARS”

THE NEW A-LEAGUE

COLLECTIVE BARGAINING AGREEMENT:

THE PFA POSITION PAPER, ADOPTED 12 JUNE 2012





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1. THE PFA: SUPPORTING THE PLAYERS & BUILDING THE GAME

The PFA is now preparing for the most important round of collective bargaining in our history. This PFA Position Paper sets out the players' views on the key issues that will shape and inform the negotiation of a new A-League Collective Bargaining Agreement ("CBA").

The PFA exists to support Australia's professional footballers and build the wellbeing of the game of football, both at home and around the world.

Established in 1993, the PFA has been at the forefront in not only developing a world class career path for Australia's professional footballers, but in shaping the future of the game at home and Australia's standing in the world game.

Among our many achievements, the PFA:

- led the football reform movement in Australia at the turn of the century which, among other things, resulted in the creation of the A-League;
- has negotiated Collective Bargaining Agreements for all Socceroos, Matildas and A-League players;
- supports players with their education, personal development and in preparing for life after football;
- promotes the citizenship of players and their work in the community;
- has advanced the legal position of the professional footballer, including his or her right of freedom of movement, contract security, protection when injured and access to a fair dispute resolution system within the football framework; and
- through FIFPro and FIFPro Division (Asia/Oceania), developed the collective voice throughout the world, specifically in India, Indonesia, Japan, Malaysia and New Zealand. In so doing, the PFA is working to advance the professionalism and international competitiveness of football in our region.



Brendan Schwab

PFA Chief Executive & General Counsel

PFA Co-Founder & Life Member

Member of the Board of FIFPro, the world players' union

Chairman, FIFPro Division (Asia/Oceania)

Players' Representative on the FIFA Dispute Resolution Chamber

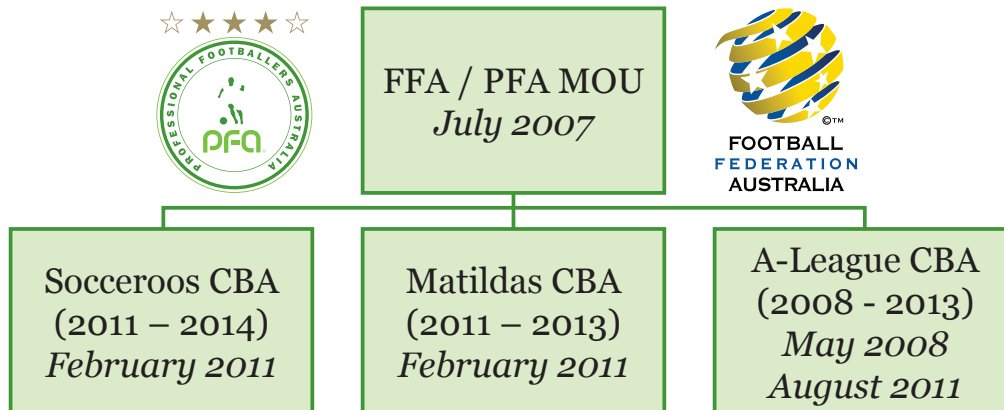


(From July 2012, Brendan Schwab will step down as PFA Chief Executive. He will continue to lead the PFA's collective bargaining negotiations as the PFA's legal counsel in conjunction with the PFA Executive and his successor as PFA Chief Executive).

2. THE A-LEAGUE CBA 2008/09 – 2012/13

The current 5 year A-League CBA is a legally binding collective agreement between FFA (on behalf of itself and all A-League clubs) and the PFA (on behalf of all A-League players), which sets out the rights and responsibilities of professional footballers in the A-League and the clubs that employ them.

The A-League CBA is one of 4 key collective agreements between FFA and the PFA that protect A-League players and ensure the players' voice is heard at the game's highest table:



Together, the 4 agreements enable FFA and the PFA to take a “whole of game” approach. In this way, the Socceroos, A-League players and the Matildas all stand together in solidarity.

The current A-League CBA covers the 5 A-League seasons from 2008/09 to 2012/13. It ends on 30 April 2013. If a new CBA is not in place before then, FFA and the A-League clubs will be legally free to impose their own terms of employment on A-League players, including the level of player payments and other conditions such as insurance to protect players when injured.

The 2011/12 PFA A-League Collective Bargaining Facts Book details the operation of the CBA and its impact on player rights, wellbeing and contract security. The PFA Facts Book highlights the fundamental concerns of A-League players, especially regarding:

- protection in the event of injury;
- contract security;
- investment in PFA player wellbeing programs;
- the CBA grievance procedure (arbitration);
- A-League player payments; and
- the implementation of and compliance with the CBA.

Importantly, A-League players have made significant yet affordable gains under the CBA, including in respect to player payments. These have contributed to the rising standard of play in the A-League which is commonly regarded as being at an all-time high.

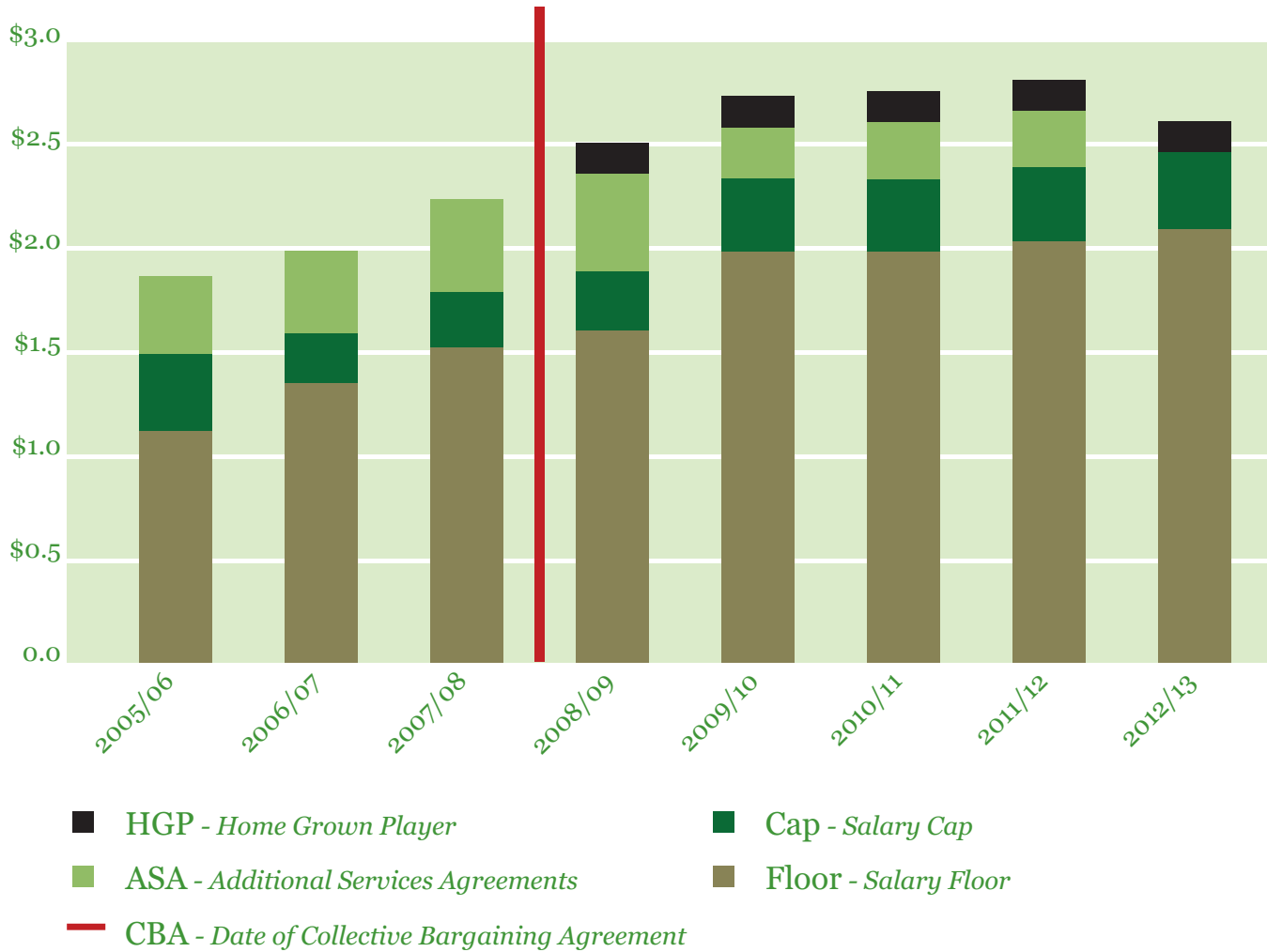
The PFA Facts Book (page 15) also explains why current A-League player payments are affordable and how the PFA and the players have – through agreeing to include a salary cap in the CBA – contributed to the A-League's competitive balance.



A-LEAGUE PLAYER PAYMENTS

A-League Player Payments (\$m)

- (excluding Marquee Player(s) (1 from 2005/06 - 2009/10; 2 from 2010/11) and 3rd party agreements)



IMPACT OF COLLECTIVE BARGAINING

	2005 / 2006	2012 / 2013	Increase
Minimum Wage			
20 years and under	\$30,000	\$39,160	30.5%
> 20 years	\$30,000	\$48,506	61.6%
Average Wage			
Floor	\$59,210	\$100,324	69.4%
Cap	\$78,947	\$118,028	49.5%
Marquee Players	1	2	100%
A-League Players			
Minimum	160	200	25.0%
Maximum	160	230	43.8%

3. THE “5 STARS” OF THE PFA CREST



In keeping with football’s proud tradition that sees on-field triumphs such as victory in the FIFA World Cup, the UEFA Champions League or national championships recognised through adding a star above a famous team crest, “5 Stars” sit above the PFA Crest to commemorate our major achievements in championing the cause of Australia’s professional footballers:

- ☆ A Professional Career Path
- ★ Collective Bargaining
- ★ Freedom of Contract and Movement
- ★ Education
- ☆ Life After Football

The 3 solid gold stars in the PFA Crest represent the key rights the PFA has clearly established and which Australian professional footballers now enjoy.

- a free labour market featuring freedom of contract and movement;
- the rewards and protection of comprehensive Collective Bargaining Agreements that deliver world class conditions for PFA members; and
- education. Football is a short term and precarious career path. A thorough education in and out of the game is the key to ensuring players are able to successfully navigate the global and complex career path of a professional footballer and transition into life beyond the game.

The 2 stars outlined in gold represent those rights and issues which we have partly established, but which now require guaranteed protection:

- contract security to underpin the security of the professional career path and the legally guaranteed contracts enshrined in the PFA CBAs; and
- investment in player development and wellbeing, including the establishment of a retirement fund to support players immediately after their playing days have ended.

Together, the “5 Stars” address the fundamental rights and responsibilities of Australia’s professional footballers. They both guide and provide the measures against which the PFA will approach the negotiation of the new A-League CBA.



4. THE POSITION OF THE PFA FOR THE NEW A-LEAGUE CBA

Despite the criticism levelled at the PFA for driving too hard a bargain, the fact is the PFA is an extremely responsible partner in the game. The negotiation of a new CBA should be a cooperative and seamless process for the game.

After all, the PFA and A-League players:

- will agree to a salary cap that ensures players receive a fair and equitable share of game revenue and helps all clubs compete on the field and remain viable off it;
- seek in return a genuine career path with a reasonable level of investment in player education and development to help players prepare for life after football; and
- simply want basic protections such as contract security and insurance in the event of injury.

The quality of the A-League and the international competitiveness of Australian football depend on this.

(1) A PROFESSIONAL CAREER PATH

Objectives

1.1 The principal objective of the PFA is to provide Australia's footballers with a professional career path which features the opportunity to:

- (a) play at the highest possible level in the world game;
- (b) dedicate one's career domestically within a viable and attractive A-League; and
- (c) be developed through world class technical training and education.

The Standard Player Contract and National Dispute Resolution Chamber

1.2 All A-League players are entitled to a secure career path. At a minimum this requires:

- (a) all players and clubs to sign a standard player contract agreed to between FFA and the PFA that accords with the "Minimum Contract Requirements" established by FIFA and FIFPro;
- (b) standard player contracts to be enforceable in a timely manner and within the football framework through a National Dispute Resolution Chamber ("NDRC") that meets the requirements of FIFA and FIFPro. The NDRC must consist of an independent chairperson appointed by FFA/the clubs and the PFA/the players, and equal representative arbitrators of FFA/the clubs and the PFA/the players; and
- (c) standard player contracts to be interpreted in accordance with the jurisprudence of the FIFA Dispute Resolution Chamber, unless that jurisprudence is contrary to mandatory Australian law. Arbitrators must be experts in these matters.

- 1.3 The stability of each player contract is fundamental to the establishment of a professional career path. At a minimum, each contract must run until the end of the season. Sanctions should apply to any unilateral breach in accordance with the principles of the Webster decision.
- 1.4 Sanctions must apply to clubs (as well as players) that fail to comply with the standard player contract.
- 1.5 FFA must ensure that clubs at all times comply with the standard player contract.

Contract Security

- 1.6 An A-League Player Contract Guarantee Fund or other form of security is essential and must be established by the new CBA. In the first 7 years of the A-League, over 70 players have lost or risk losing player payments and entitlements totalling over \$2,500,000.
- 1.7 Precautionary measures must also be established to ensure player contracts and entitlements are complied with. These measures should include sporting sanctions and an embargo on the registration or contracting of players.
- 1.8 Without sanctions, clubs that breach contracts obtain a sporting advantage over those that, in good faith, comply with and meet their financial obligations.

Proactive Support for Players in Transition

- 1.9 The career path of an Australian professional footballer is one of constant transition. In order to maximise each player's potential and ability to contribute to the game, transitional support is essential. This includes when transferring overseas or within the A-League, or recovering from injury or illness.
- 1.10 A player's contract must not be interrupted because the ownership or licence of his club changes. A new owner or licensee must pick up all player contracts as well as the debts of current and former players. The events at North Queensland Fury remain completely unacceptable to the players.
- 1.11 PFA research shows that for 80% of Australian players, their first overseas move is to the highest ranked club of their career. FFA, the A-League, the PFA and recognised player agents must work in conjunction to ensure that all international transfers are in the best interests of the player as an individual.
- 1.12 The game must mitigate the risk of poor overseas transfers that damage a player's career. In particular, some clubs in countries in Eastern Europe and Asia do not respect a player's contract. Despite the PFA's success in representing these players before the FIFA Dispute Resolution Chamber, the fact remains that a major contractual dispute can devastate a player's career.



(2) COLLECTIVE BARGAINING

Objectives

2.1 The overriding aim of the new CBA is to set a clear and certain framework against which FFA, the A-League clubs, the PFA and the players can work together to build:

- (a) public interest and participation in the game;
- (b) the standard of play; and
- (c) Australian football's revenue base.

2.2 Specifically, the new CBA must achieve 5 objectives:

- (a) a partnership with the players to grow the game;
- (b) the commercial, fair and sustainable determination of player payments and entitlements;
- (c) a secure career path for players;
- (d) players developed both as people and as champions of the game; and
- (e) a workplace that respects the rights and professionalism of the players.

Contents of the CBA

2.3 The new CBA must address:

- (a) the mutual recognition of FFA and the PFA;
- (b) principles of cooperation, especially on regulatory matters and changes, the sharing of information and the introduction of change. All regulations are subject to the CBA. As a matter of principle, any regulation outside the CBA or administrative decision that impacts players should only be introduced with the agreement of the PFA;
- (c) the impact of any change in the number of teams in the A-League;
- (d) minimum terms and conditions of employment;
- (e) player related policies including in respect to foreign players, equal opportunity, racial vilification and the protection of minors;
- (f) the implementation of international standards (e.g. FIFA, FIFPro and the Asian Football Confederation);

- (g) payments for matches outside the A-League season including Finals Series, Asian Champions League and exhibition matches;
- (h) the form of the standard player contract;
- (i) the National Dispute Resolution Chamber to resolve employment related disputes between clubs and players;
- (j) binding arbitration to resolve disputes between FFA and the PFA;
- (k) any restriction of the movement or earnings of players (see (3) below, "Freedom of Contract and Movement");
- (l) the exclusive Code of Conduct binding on clubs and players;
- (m) the use of player images, commercial rights and the merchandise and licensing program, including by FFA, clubs, the PFA and FIFPro;
- (n) community, commercial and promotional appearances by players;
- (o) hours of work including time off for education and development, and leave entitlements;
- (p) uniforms, apparel and equipment, including choice of footwear, goalkeeping gloves and other "tools of trade";
- (q) "club v country" matters outside of the mandated FIFA dates;
- (r) scheduling, security, travel and accommodation, as these vitally impact player health, safety and performance;
- (s) meals, ticketing and car-parking;
- (t) relocation;
- (u) the regulation, continuing professional development and conduct of player agents;
- (v) disciplinary matters, including anti-doping, gambling and on-field matters;
- (w) player participation in PFA events, programs and activities including the PFA Footballer of the Year Awards, the PFA Alex Tobin OAM Medal and the PFA Heroes Community Program;
- (x) no extra claims and no industrial action clauses;
- (y) provision for the review of the CBA in prescribed circumstances (such as the renegotiation of the game's broadcast rights); and
- (z) the length of the CBA.

Player Health and Safety

- 2.4 The introduction of minimum medical standards in 2011/12 correlated with a reduction in player injuries. The further development and monitoring of prescribed medical standards is essential.
- 2.5 The risk of injury to A-League players is inevitable. Players must continue to have access to income insurance for the life of their player contract and for a period up to 104 weeks. In addition, insurance for career ending injury is another essential minimum protection, as is the payment of medical expenses and clear obligations regarding health insurance.
- 2.6 FFA and the A-League clubs must provide a workplace environment that is free of any unreasonable risk to the health and safety of the player, and accords with the demands of elite professional sport in Australia. Given the summer season, heat is a particular concern.

Essential CBA Conditions

- 2.7 The CBA must prescribe the measures to achieve contract security for A-League players (see (1) above, “A Professional Career Path”).
- 2.8 The CBA must ensure that Australian football makes the necessary investment in the education, development and wellbeing of Australia’s professional footballers (see (4) below, “Education”).

CBA Compliance and Legal Form

- 2.9 FFA must ensure that it and the clubs comply with the CBA. The PFA must ensure that it and the players do so.
- 2.10 The CBA must be legally enforceable by the players, collectively and individually. The strong preference of the PFA – as the authorised bargaining representative of the players – is for the CBA to be in the form of an enterprise agreement under the Fair Work Act 2009 (Cth).



(3) FREEDOM OF CONTRACT AND MOVEMENT

The Principles of Freedom of Movement and Contracting

- 3.1 Any restriction on the freedom of players to move or contract with the club of their choice requires the agreement of the PFA. The PFA takes an extremely critical view of such restrictions, which must be lawful, balanced and in the best overall interests of the players and the game.
- 3.2 The common law restraint of trade doctrine applies to Australian footballers in the exercise of their profession. Any restraint is unlawful unless it goes no further than is reasonably necessary to advance the legitimate interests of FFA and the clubs. The specificity of sport as referred to in the FIFA Regulations on the Status and Transfer of Players does not override this doctrine.
- 3.3 The freedom of a player to move when out of contract cannot be compromised. He must be able to control where he will play.

The A-League Salary Cap

- 3.4 The A-League salary cap:

- (a) imposes a restraint on A-League players in the exercise of their trade; and
- (b) restricts the freedom of A-League players to move or contract with the club of their choice.

- 3.5 As a result, the ongoing operation of the A-League salary cap requires the continued agreement of the players, which is highly conditional.

- 3.6 The players have agreed to the salary cap for the 5 years of the CBA for a number of strategic, industrial and sporting reasons. In particular, the salary cap – as collectively bargained:

- (a) has not unreasonably restrained player payments and earnings. A-League players presently receive a fair and equitable share of A-League revenue;
- (b) is designed to advance the competitive balance and the economic viability of the A-League and its clubs;

- (c) protects players in a number of respects. It provides a standard by which all clubs must pay players, and is underpinned by “Base Player Payments” at 85% of the salary cap which are the minimum aggregate amount a club must pay its players;

- (d) allows for significant payments to be made to players that do not count towards a club’s salary cap. These are designed to ensure the A-League’s competitiveness in the international labour market, reward the training and development of players and acknowledge the marketing and commercial rights of players. They include: (i) payments to two “Marquee Players”; (ii) aggregate payments of \$150,000 to “Homegrown Players”; and (iii) payments from third parties pursuant to “bona fide” marketing agreements (previously payments under “Additional Services Agreements”); and

- (e) operates to the exclusion of a domestic transfer system including in respect to training compensation.

- 3.7 The PFA is determined to achieve a new CBA that protects the financial viability of the game’s key stakeholders. Already, the demise of New Zealand Knights, North Queensland Fury and Gold Coast United has had a devastating impact on players’ careers and public confidence in the A-League.

- 3.8 The players’ agreement to the salary cap in the CBA since 2008/09 has expressly relied on FFA’s agreement under clause 13.5 of the A-League Player Contract Regulations, which reads: “Base Player Payments and Maximum Player Payments for any Contract Year will be determined by FFA based on a fair and equitable proportion of the aggregate of the projected gross annual revenue of the A-League and its Clubs for such period...”

- 3.9 Through clause 13.5 of the A-League Player Contract Regulations, FFA has acknowledged and agreed that A-League player payments (including the current salary cap exceptions such as marquee players) have always been set at a fair and equitable share of the A-League economy. Accordingly, the current financial challenges of the A-League and its clubs cannot be placed at the feet of the players.

- 3.10 Continued compliance with clause 13.5 of the A-League Player Contract Regulations is essential if the players are to continue to agree to a salary cap. At a minimum, the additional revenue from the new broadcast rights agreement must be proportionately shared with the players.
- 3.11 The continued operation of a salary floor – which guarantees the players a minimum share of revenue – is also necessary if the players are to continue to agree to a salary cap. The floor is also necessary to ensure the salary cap’s objective of competitive balance is furthered. The A-League salary floor (85% of the cap) is relatively low in comparison with other sports.
- 3.12 A significant concern of the players in the current debate about player payments promoted by FFA and the A-League clubs is that it is being allowed to occur without the full and complete disclosure of the finances of FFA and the clubs to the PFA.
- 3.13 In accordance with the long standing principle of industrial relations, any “incapacity to pay” argument on the part of management must be accompanied by a willingness to fully disclose the relevant financial and commercial information and documents to the employees’ representative. The implementation of the salary cap must be similarly transparent.
- 3.14 The PFA Facts Book (page 15) refers to the research of Braham Dabscheck to show that player payments form a sustainable share of FFA and A-League club revenue when a “whole of game” approach is taken. It is this research that was mistakenly quoted in the Australian Government’s “Smith Review” of December 2011.
- 3.15 Australia’s professional footballers receive less than 30% of the game’s revenues, which reportedly exceed \$140,000,000 per annum, exclusive of government grants. The reported annual combined losses of A-League clubs of about \$25,000,000 bring into question not the level of player payments, but the commercial model agreed to between FFA and the clubs.
- 3.16 Having agreed to restrain player earnings to provide economic security to the A-League clubs and to a degree that exceeds the financial fair play regulations being promoted by UEFA, there follows a fundamental obligation on FFA and the A-League clubs to reciprocate by providing contract security for the players (refer (1) above, “A Professional Career Path”).
- 3.17 Australian football’s current financial challenges cannot be placed at the feet of the players.

Transfer and Buy-out Clauses

- 3.18 A player must be free to negotiate into his player contract a clause that allows him to transfer under contract on certain conditions.
- 3.19 A player and his club can specify in their player contract the compensation payable in the event of unilateral breach. Where the club breaches, this cannot be less than the residual value of the contract.



Training Compensation

- 3.20** The limited development opportunities within Australia particularly necessitate the free movement of young players still undergoing their training. A young player must be able to transfer between the A-League, the National Youth League, recognised Academies and State Leagues in order to simulate a professional training environment for a full calendar year.
- 3.21** The PFA supports the current provisions of the FFA National Registration Regulations regarding training compensation, including the imposition of a solidarity mechanism of 10% on Australian players transferring internationally.
- 3.22** The PFA – through FIFPro – is working to change the FIFA Regulations on the Status and Transfer of Players to ensure that any training compensation on players transferring internationally is based on the actual cost of training. The current situation for young Australian players is clearly disproportionate given the high costs of participation imposed on young Australian players (and their families) and that the training environment does not match the quality of that in Europe.
- 3.23** As a matter of principle, Australian players should be entitled to transfer internationally at least on the same conditions as those that apply to members of the European Union under FIFA regulations. As a starting point, they must be offered a professional contract in the A-League. They should also be entitled to transfer from the age of 16 provided their education is safeguarded (which usually entails a transfer to one of Europe’s very best clubs). Any other position constitutes an unreasonable restraint of the player’s trade under Australian law.
- 3.24** It is not open to FFA to unilaterally introduce variants to the training compensation system which are at odds with the binding provisions and principles of the FIFA Regulations on the Status and Transfer of Players, which are agreed to between FIFA and FIFPro. The PFA opposes without reservation the proposed “players point system” recently announced by FFA following the National Competitions Review. It both violates FIFA regulations and the principle of freedom of movement. It will be challenged.

Domestic Transfer System

- 3.25** Consistent with the PFA’s landmark legal victory before a Full Bench of the Australian Industrial Relations Commission in 1995, the PFA remains fundamentally opposed to the reintroduction of a domestic transfer system in Australia. As noted in that case, such a system has “little, if anything” to do with the training and development of young players, and undermines the financial viability and competitiveness of the professional leagues.

Player Rosters

- 3.26** The PFA supports reasonable restrictions on the size of A-League player rosters, as they further the competitiveness of the A-League and maximise playing opportunities. Such restrictions must take into account the length of season, research into player injuries and the demands of international competitions such as the Asian Champions League.
- 3.27** The current A-League Player Rosters should not be reduced. A roster of 20 to 23, with the opportunity for clubs to contract 3 National Youth League players as full-time professionals, may not be adequate. The annual PFA A-League Injury Reports provide a strong case for an increase to the size of player rosters to be contemplated for inclusion in the new CBA.
- 3.28** Player rosters should also be flexible to enable the replacement of players with long-term injuries. Replacement player contracts must end no sooner than the end of the season in which they are signed. Replacement player contracts should only be allowed in exceptional circumstances to encourage A-League clubs to invest in the training and development of National Youth League players.
- 3.29** Australian football must take great care to ensure its football season and transfer windows complement the international playing career path, and are strategically aligned with the windows in major Asian and European countries.

(4) EDUCATION

Objective

4.1 The PFA exists to develop players both as footballers and as people. The provision of a comprehensive and relevant education is essential to this, as is safeguarding each player's wellbeing. As the PFA Facts Book explains (page 10), Australia must regard every playing career as precious. After all, we are trying to compete with a talent pool of 400 players, unlike the major football nations which employ thousands of professionals.

Player Education

4.2 The player's education must:

- (a) effectively prepare him for life as a professional footballer. Induction programs approved by the PFA must be mandatory;
- (b) empower him as a footballer through technical and coaching education;
- (c) promote positive behaviour and social awareness;
- (d) ensure he can manage the "risks" associated with being a professional athlete, including the various forms of media, integrity, doping and socially;
- (e) be "tailor made" to the career of the Australian professional footballer, so that he can make better decisions on vital matters such as financial planning, international transfers and dealings with player agents; and
- (f) prepare him for life after football. To this end, dedicated leave in player schedules must be allocated to education and existing initiatives such as the PFA Education Fund expanded to remove the key barriers to player education.

Player Wellbeing

4.3 The education and wellbeing of Australian professional footballers requires empirical research so that future programs are well designed. The wellbeing of former players and overseas based Australians are two priority areas.

4.4 The mental health and wellbeing of players also requires the implementation of proactive and tailor made programs. Players suffering hardship should be able to turn to the game in times of need, and rely on programs such as the PFA Special Assistance Fund.

4.5 Except for education on disciplinary matters, all other education and wellbeing programs should be delivered by the PFA as the independent professional organisation of the players.

PFA Funding

4.6 Australian football in general and FFA in particular lags well behind Australia's other major professional sports in funding programs designed to further the education and wellbeing of their elite professional athletes. This is set out in the PFA Facts Book (page 11). The new CBA must address this.



(5) LIFE AFTER FOOTBALL

Superannuation

- 5.1 The PFA regards compulsory superannuation as one of the key achievements of the Australian labour movement, and of vital importance to Australia's professional footballers. Each year, approximately \$2,500,000 is paid into superannuation accounts on behalf of Australia's professional footballers.
- 5.2 The PFA's relationship with LUCRF Super – one of Australia's leading industry super funds – ensures that players understand the benefits to be obtained in committing to a superannuation savings plan when young. Similarly, foreign player can access their super when departing Australia. LUCRF Super is the PFA's default fund.
- 5.3 Too often, clubs do not give adequate attention to complying with their superannuation obligations. This is not only a fundamental breach of the player contract and Australian law, it is often also an "early warning system" of deeper financial concerns on the part of a club.

Establishment of PFA Retirement Fund

- 5.4 As superannuation is not accessible for Australians until they have retired from the workforce, further assistance is required for Australian professional footballers due to the short-term nature of the career path.
- 5.5 A dedicated player retirement fund to be administered by the PFA must be established by the new CBA. Given this will be the 9th season of the A-League, it will surely be time for this basic sporting standard to be introduced. The fund must provide all Australian players – Socceroos, A-League players and Matildas – with a non-contributory retirement benefit 12 months after their retirement as a player.

PFA Funding

- 5.6 As with player education and wellbeing, Australian football in general and FFA in particular lags well behind Australia's other major professional sports in funding retirement programs for their elite professional athletes. This is set out in the PFA Facts Book (page 11). The new CBA must address this.

5. THE PFA'S COLLECTIVE BARGAINING ACHIEVEMENTS (1993 – 2011)

- 1993** The PFA established.
- 1994** National Soccer League Standard Player Contract negotiated by the PFA. Independent grievance arbitration introduced.
- 1995** Abolition of the domestic transfer and compensation fee system following the Stewart Report, a Senate Inquiry and arbitration by a Full Bench of the Australian Industrial Relations Commission following PFA test case and campaign.
- 1996** Negotiated 1st National Soccer League Collective Bargaining Agreement (1996 – 1999).
- 1997** Negotiated 1st Socceroos Collective Bargaining Agreement following industrial action at 1997 FIFA Confederations Cup.
- 1999** Negotiated 2nd National Soccer League Collective Bargaining Agreement (1999 – 2001; extended to 2004). Provided for the introduction of full-time professionalism including establishment of minimum wage.
- 2001** Negotiated 2nd Socceroos Collective Bargaining Agreement.
- 2003** PFA established model for new 8 – 10 team national competition under the working title, “Australian Premier League” featuring 2 teams in Melbourne and 3 in Sydney. The APL model was based on strategic pillars including quality, atmosphere/boutique stadia, building strong club brands, engaging local football communities and a salary cap to promote competitive balance and economic sustainability. The strategy was backed up by a \$500,000 research report. The PFA campaigned for the major reform of Australian football including to the Crawford Report, which recommended the APL governance model.
- 2003** National Soccer League Task Force recommended new national competition largely informed by the APL model.
- 2005** Establishment of A-League. Fully professional. Salary cap with free labour market. Important omissions from the APL model (governance, team location, stadia, season window and community engagement).
- 2005** Negotiated 3rd Socceroos Collective Bargaining Agreement for 2006 FIFA World Cup Germany.
- 2006** Establishment of FFA/PFA My Football Career program and PFA Education Fund.
- 2007** FFA/PFA MOU negotiated that ensures all matters that affect players are first negotiated with the PFA.
Negotiated 4th Socceroos Collective Bargaining Agreement (2006 – 2010).
- 2008** Negotiated 1st A-League Collective Bargaining Agreement (2008/09 – 2012/13).
- 2010** Negotiated 1st Matildas Collective Bargaining Agreement.
- 2011** Negotiated 2nd Matildas Collective Bargaining Agreement.
Negotiated 5th Socceroos Collective Bargaining Agreement (2011 – 2014).
Negotiated 2nd Matildas Collective Bargaining Agreement (2011 – 2013). Whilst providing for semi-professional employment, the CBA is designed to advance the PFA's objective of creating 23 full-time positions of employment for Australia's elite women footballers.
Review of the A-League Collective Bargaining Agreement. Full-time professionalism. Average wage approximately \$130,000 per annum. Smith Review recommendation to cut or freeze player payments not implemented. Agreed changes with FFA to A-League including alteration of season window result in increased attendances and television audiences.



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