

MEAA Dancers Australia

Dance Industry Code of Practice

2025



House keeping



- This session is meant as **general industrial education only**. It is not legal or financial advice.
- It has been created specifically for members of Ausdance, who have intimate lived experience and knowledge of the industry.
- Please feel free to email andrew.markey@meaa.org at any time with any questions relating to the Code.

The Code



WHAT IT IS

1. The Code is an **industrial and contractual instrument** – it is legally binding on companies and workers who:
 - who sign the Code (**industrial**); and,
 - sign contracts that require compliance with the Code (**contractual**).
2. It is a '**minimum industry standards**' document – the bare minimum in terms of base rates, penalty rates, allowances, and other workplace conditions that dance professionals should expect.
3. The Code:
 - Brings together the dancer clauses in the Awards;
 - Creates new clauses where the Awards are silent (e.g. choreography);
 - Provides guidance to employees and employers about minimum industry entitlements; and,
 - Creates industrial and contractual mechanisms to enforce minimum industry standards.
4. It can be used for both employees and contractors.
5. The Code is continuously monitored so that each clause is 'better' than the same clause in the *Live Performance Award*, or the *Broadcasting Award*, or the *Fitness Award*; this ensures that a dance professional is never underpaid for their work.

WHAT IT IS NOT

1. The Code is not a 'best practice' document – this would imply that where a company complies with the Code they are doing the best they can do.
2. It is not a replacement for the law. Legislation and Modern Awards set out the basic minimum obligations placed on an employer; and these obligations exist regardless of whether employees enter into a contract.

PART 1 – General (page 2)



Clause	Description
1.1 Guiding Principles	The broad purpose of the Code (e.g. all professional dance work must be paid), and the broad commitments that signatories make.
1.2 Annual rate increases	The rates in the Code (excluding the Dance Teacher rates) will increase on 1 July each year. The increase will be either 4% or the March CPI figure, whichever is higher.
1.3 Minimum call	The minimum number of hours a person can be engaged for dance work. <ul style="list-style-type: none">• Classes – 1 hour• General rehearsals – 2 hours• Dress rehearsals – 3 hours• Performances – 3 hours
1.4 Superannuation	Superannuation must be in line with legislation and must be paid on top of the rates in the Code. Taking super out of the rates leads to far lower base rates, which can create an underpayment claim.
1.5 Dispute resolution procedures	Where there is a dispute between a worker and a company, and that dispute is about something in the Code, the MEAA may represent the dancer, the parties will act in good faith, and if the dispute cannot be resolved it may be escalated to the relevant tribunal.

PART 2 – Coverage (page 3)



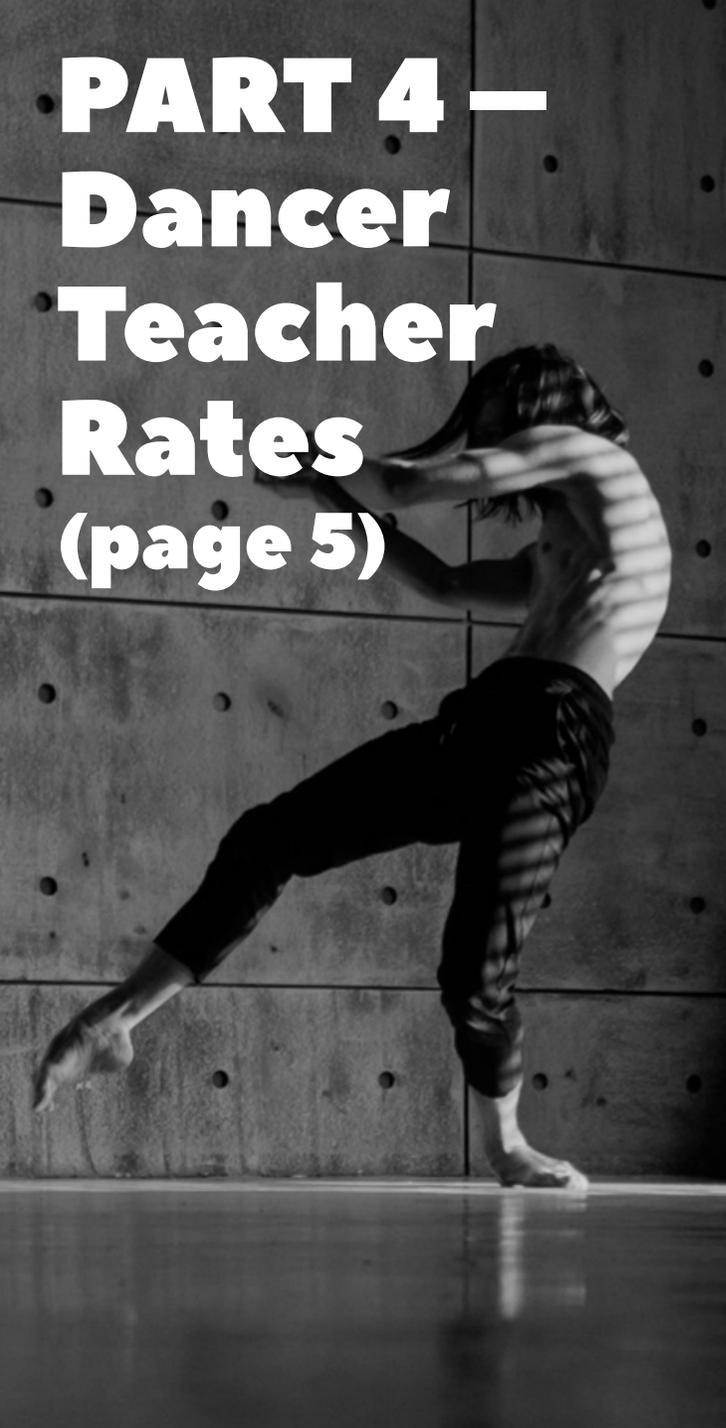
Clause	Description
2.1 General	The Code covers both employees and contractors, and across all dance environments. Where the National Employment Standards or the relevant Award is better than the Code, the better clause will apply.
2.2 Included	The minimum ‘floor’ of rates and conditions in the Code apply, specifically, to all Sectors and examples in Table A. If a dance professional walks into a job in any one of these environments, they should expect no less than the Code.
2.3 Not included	The Code does not apply to any of the environments in this clause, because, in those environments, MEAA negotiates rates that are higher than those found in the Code.

PART 3 – Dancer Rates (page 4)



Clause	Description
3.1 Definition	<p>A person is a professional dancer if they can tick one of the following:</p> <ul style="list-style-type: none"><input type="checkbox"/> They have a Cert III in Dance Performance (or higher); OR<input type="checkbox"/> They have completed one of the dance courses in Table B (or higher); OR<input type="checkbox"/> They have completed 90 hours of learning and 40 hours of performance in a 2-year period; OR<input type="checkbox"/> They:<ul style="list-style-type: none">a) have been recognised for their talent, performance, or artistic abilities; AND,b) can demonstrate their General Skills and Specialist Skills (defined by Appendix A). <p>If a person can satisfy one of the above, then they are not an amateur.</p> <p>This definition ensures that the Code respects the multiple, varied entry pathways to professional dance – not just through university, not just through full-time study, but also through our specialist dance institutions (e.g. RAD, Comdance, ATOD), and through entirely ‘on-the-job’ learning and experience.</p>
3.2 Dancer hourly rate	<p>When a dancer’s contract is for less than 38 hours:</p> <ul style="list-style-type: none">• the Code treats them like a casual worker – they are paid by the hour;• Rehearsal hours and performance hours attract different hourly rates;• Live Performance and Screen Performance attract different hourly rates.
3.3 Dancer weekly rate	<p>When a dancer is engaged for more than 38 hours:</p> <ul style="list-style-type: none">• the Code treats them like a fixed-term worker – they are paid by the week;• The weekly rate covers both rehearsals and performances;• The weekly rate is the same for both Live Performance and Screen Performance.

PART 4 – Dancer Teacher Rates (page 5)



Clause	Description
4.1 Definition	<p>A person is a dance teacher if they are primary engaged to teach dance skills to a student.</p> <p>If they are teaching for the purpose of technique, performance, or rehearsal, they are still classified as a dance teacher.</p> <p>If they are teaching but also involved in other duties – like choreography, assessment, or production – they are still classified as a dance teacher.</p> <p>If a person is classified as a dance teacher, they are not paid Dancer or Choreographer rates.</p>
4.2 Freelance Dance Teacher Hourly Rates	<p>In general, someone is considered a Freelance Dance Teacher when they are a sub-contractor, they work across multiple schools, or they work on one-off or short-term classes or workshops.</p> <p>The nature of this work is precarious. It attracts higher rates than non-freelance work.</p>
4.3 Non-Freelance Dance Teacher Rates	<p>In general, someone is considered a Non-Freelance Dance Teacher when they are an employee, they work primarily at one school, or they work on medium-/long-term classes.</p> <p>The nature of this work is stable. It attracts lower rates than freelance work.</p> <p>Dancers Australia has taken the position that the <i>Fitness Industry Award</i> is not fit-for-purpose for dance teachers. As such, we recommend that Non-Freelance Dance Teachers are paid at least \$3 more per hour than the rates in the <i>Fitness Industry Award</i>.</p>

QUICK NOTE: How to use the Appendices

A black and white photograph of a dancer in a dynamic pose against a wall with circular patterns. The dancer is shirtless, wearing dark pants, and is captured in a mid-air or low-to-the-ground position, leaning back with one leg extended. The wall behind them has a grid of small circular holes, creating a textured background.

WHAT THEY ARE

- *Appendix A – Classification Criteria for Professional Dancers and Appendix B – Classification Criteria for Dance Teachers*
- Bringing quantitative elements (evidence) into something that was previously entirely qualitative (vibes)
- A way to be standard and consistent with all dance professionals, while still allowing for artistic judgement and freedom

WHAT THEY ARE NOT

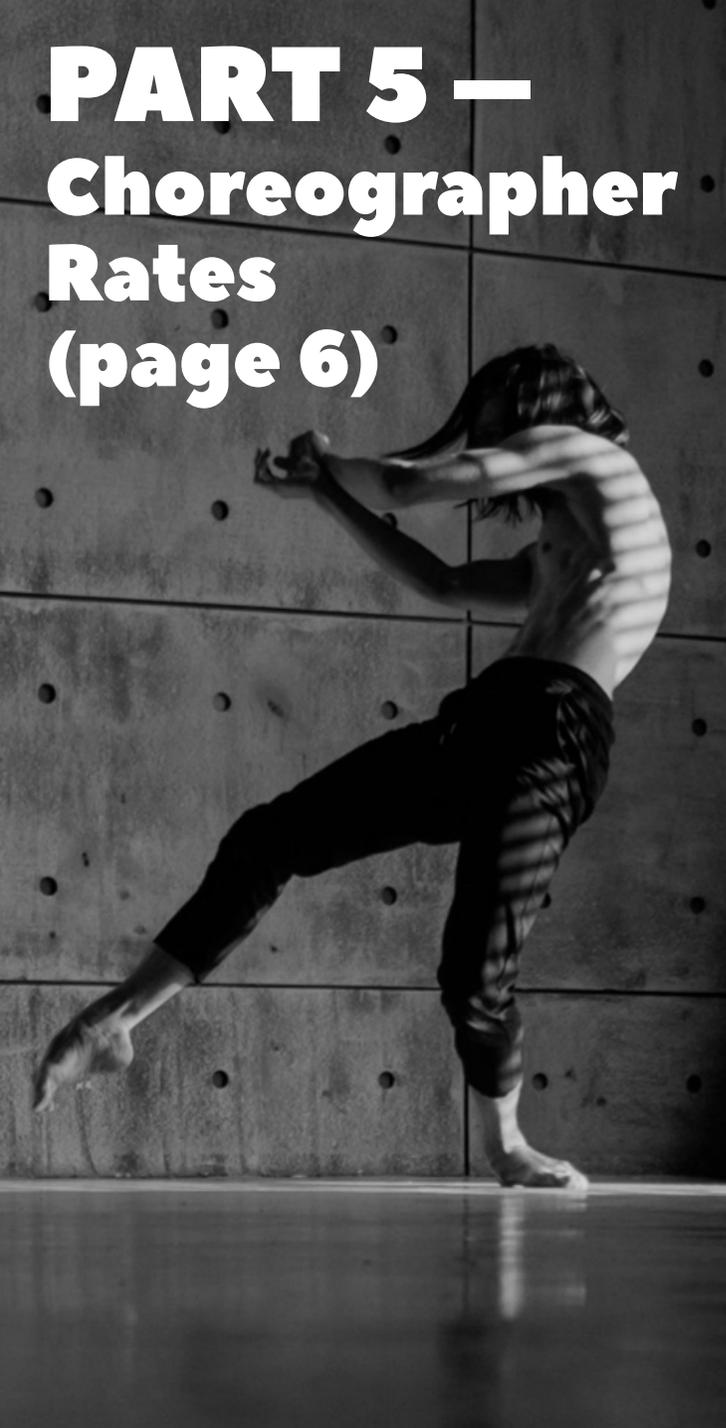
- An exact science

HOW THEY WORK

Example 1: A dance company owner would like to hire a new dance teacher. They go to the Dance Teacher Appendix, and fill in the duties that teacher will undertake, by ticking the boxes. When they have finished, the result is that 75% of the ticks are in the Level 3 column; 20% of the ticks are in the Level 2 column; and 5% of the ticks are in the Level 4 column. They should advertise the position at the Level 3 Dance Teacher rate.

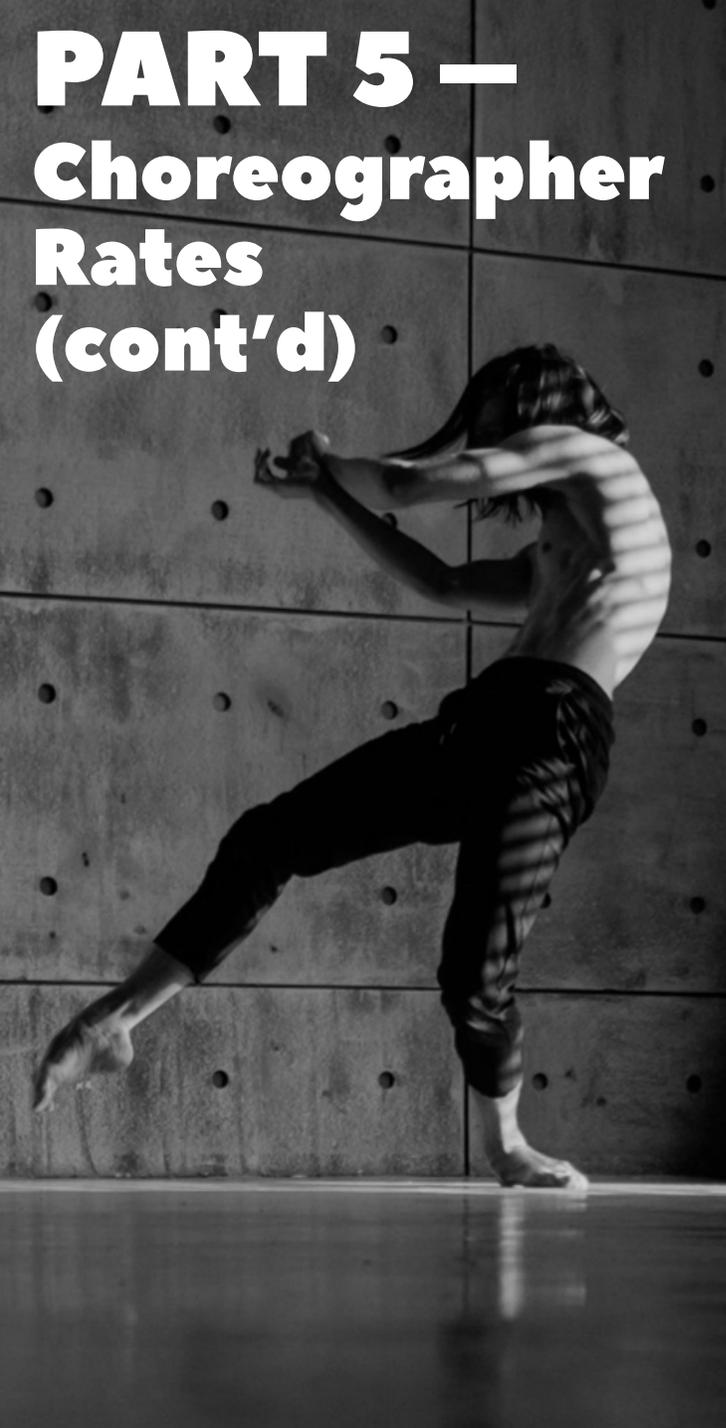
Example 2: A dancer has been approached by a company to do a solo performance in a music video. They communicate, in writing, with the company to get a briefing of what the performance will require. That briefing includes: a strong street dance style; multiple jumps and turns; many different sequences or scenes; performance ‘in character’; improvisation; the use of a prop that is supplied by the company; and requiring the dancer to arrive in camera-ready hair and make-up. The dancer goes to the Dancer Appendix, and fills in the skills they believe will be necessary. The result is that they have worked in the industry for 5 years, 60% of the skills are in the Advanced Column, and 40% are in the Significantly Advanced Column. They should charge the company at no less than the Level 5 Dancer rate.

PART 5 — Choreographer Rates (page 6)



Clause	Description
5.1 Definition	<p>A person is a choreographer if they are primary engaged to arrange, compose, plan and/or design sequences of movements into a piece of dance work.</p> <p>It is important to note that there are two parts to this definition:</p> <ol style="list-style-type: none">1. The work that is being done on an hourly/daily/weekly basis; and,2. The product that is created at the end.
5.2 Choreographer rate	<p>This is the payment for the work (time, effort, and skill) taken to create the choreography.</p> <p>If a Choreographer is engaged:</p> <ul style="list-style-type: none">• for 12 hours of work or less – they should be paid the minimum rehearsal rate for each hour;• for more than 12 hours – they should be paid the Weekly Rate, for each week they work.
5.3 Choreography fee	<p>This is the payment for the product they are giving you.</p> <p>The fee is calculated per minute of choreography.</p> <p>Example: a choreographer is engaged to create a 5-minute piece for professional dancers. This would be calculated as (3 minutes x \$168.73) + (2 minutes x 0.5 x \$168.73)</p>

PART 5 — Choreographer Rates (cont'd)



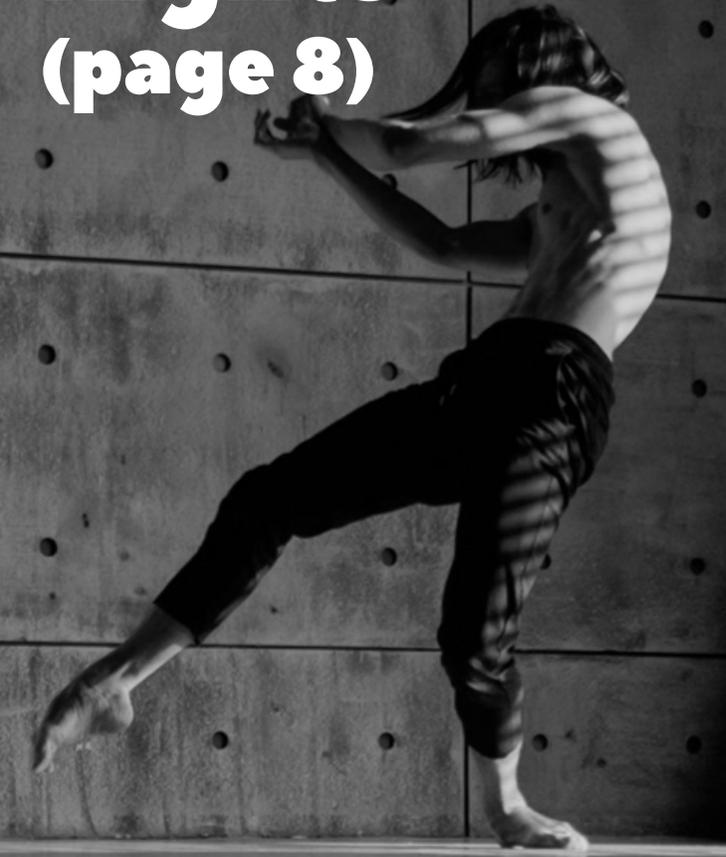
Clause	Description
5.4 Improvisation	<p>If a performer is expected to improvise their choreography:</p> <ul style="list-style-type: none">• They are not paid the choreographer rates or choreography fee; BUT,• They must be paid at Dancer Level 3 or higher.
5.5 Remounts	<p>If a choreographer's work is remounted for a paid live production, either:</p> <ol style="list-style-type: none">a) They must be offered the first chance to teach the choreography; or,b) They must be paid for use of their intellectual property. <p>If a choreographer's work is remounted in another medium (usually on screen), either:</p> <ol style="list-style-type: none">a) They are engaged to teach the choreography; or,b) They get 'royalties' based on what the company earns from using their intellectual property—capped at 50% of the company's earnings—until those royalties add up to five weeks of pay at the relevant weekly rate.
5.6 Copyright	<p>Choreography remains the intellectual property of the choreographer, unless there is a written agreement stating otherwise.</p> <p>First Nations choreography will also be governed by the appropriate First Nations customs of the creator, and the Code does not override this in any way.</p>

PART 6 — Other Payments (page 7)



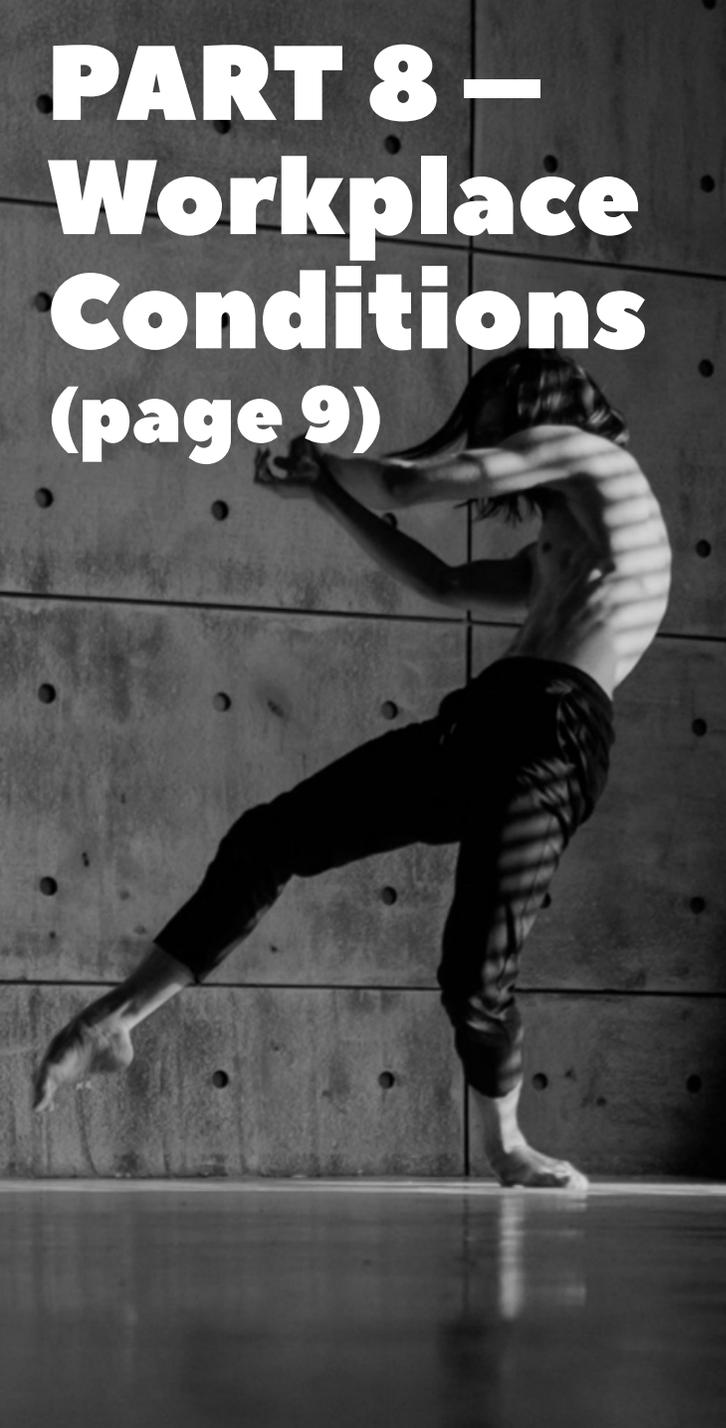
Clause	Description
6.1 Penalty Rates	Payment rates for working Overtime (more hours in a day than what you initially agreed to), Weekly Overtime (more than 38 hours total in the week), Sundays, Public Holidays , and for a Missing or Delayed Meal Break .
6.2 Regular weekly payments	Weekly payment for working as an Understudy or as a Driver on an ongoing basis, in addition to working in your regular role.
6.3 Allowances (‘per diems’)	Payments intended to: <ul style="list-style-type: none">• Reimburse the worker for work-related costs (e.g. meals, accommodation, shoes, make-up) that are generally paid each time the cost arises;• Reimburse the worker for working as an Understudy on a once-off / irregular basis.

PART 7 — Image Rights (page 8)



Clause	Description
7.1 Recordings	<p>Where a contract includes the worker being recorded:</p> <ul style="list-style-type: none">• There must be a written agreement covering how much the worker will be paid for the use of the recording, where the recording can be used, and for how long;• The worker must be paid a one-off Recording Fee (currently, \$342.16); and,• Payment for use of the recording is based on where it is used (e.g. online vs television commercials).
7.2 Social Media	<p>Workers are increasingly required to use their own social media, and/or, they are asked to ‘takeover’ another company’s social media for a period of time to promote that company, or an event/performance that the company profits from. When this occurs, there must be written agreement between the worker and company on:</p> <ul style="list-style-type: none">• the amount the worker will be paid for undertaking these duties;• the time spent undertaking these duties;• the right to decline the duties; and,• any other relevant conditions.
7.3 Artificial Intelligence	<p>The Code outlines the following parameters around the use of AI – parties to the Code must:</p> <ul style="list-style-type: none">• Not use a dancer’s image for purposes outside of an agreement or contract;• Not use recordings of a dancer to simulate a dancers image or create a ‘digital double’;• Not use a dancer’s image for AI without authorisation from the dancer;• Not sell or transfer ownership of a dancers image or recordings for the purpose of AI without the dancer’s knowledge and consent;• Not enter into contracts or agreements on behalf of a dancer that uses a Recording of the dancer for AI without the dancer’s knowledge and consent; and,• Use good-faith efforts to prevent the unauthorised access of data, including in the cloud, and use services that offer up-to-date technological safeguards (e.g. encryption);

PART 8 — Workplace Conditions (page 9)



Clause	Description
8.1 Zero tolerance approach	<p>The Code takes a zero-tolerance approach to discrimination, harassment, sexual harassment, bullying, and blacklisting.</p> <p>This sets the expectation that signatories to the Code (especially companies / Employers) will enforce formal zero-tolerance policies in these areas.</p>
8.2 Industry standards	<p>The Code sets out mandatory adherence to industry standards on safety, discrimination, intimacy, and extends, in particular, the adverse action and unfair dismissal provisions of the <i>Fair Work Act</i> to contractors.</p> <p>The Code also sets out mandatory adherence to industry standards on child safety, and identifies three Ausdance instruments as the regulatory framework for this.</p>
8.3 Workplace facilities	<p>Signatories to the Code must ensure minimum workplace conditions are adhered to, regarding:</p> <ul style="list-style-type: none">• Changing rooms;• Rest breaks• Turnaround breaks• Injury leave• Public and product liability coverage• Floors and stages. <p>These may be modified between the parties by written agreement, prior to work taking place.</p>
8.4 Insurance	<p>The Code makes it the responsibility of the Employer and, where possible, the contract Principal, to ensure all workers and students are adequately covered by insurance, and that the costs of that coverage will be solely their responsibility.</p>

PART 9 — Contracts (page 10)



Clause	Description
9.1 Standard Conditions	<p>The Code enforces that:</p> <ul style="list-style-type: none">• all contracts must comply with the Standard Contract (Appendix C);• Payment must be made within 30 days;• A late payment fee of 0.5% may be applied;• Where a worker is an Employee, the relevant Award applies regarding termination and termination payments;• Where a worker is a Contractor, and work is cancelled with notice:<ul style="list-style-type: none">• 10 days or less before a performance – 100% of the total fee is to be paid• More than 10 days, after 1st rehearsal – 50% of the total fee is to be paid• More than 10 days, before 1st rehearsal – nothing to be paid.
9.2 Special Conditions	<p>All Special Conditions (matters that are outside of the Code or are modifications to the Code’s default) must be specified in the contract, must each be individually initialled, and the contract must be fully executed before any work takes place.</p> <p>Nudity and semi-nudity are automatically considered Special Conditions, and must always be specified in the contract, initialled, and the contract must be fully executed before any work takes place.</p>

PART 9 — Contracts (cont'd)



Clause	Description
9.3	The Code recognises that there are legitimate circumstances in the dance industry currently where voluntary work is necessary.
Payment	
Waivers and In-Kind Support	Where a dance professional agrees to waive all or some of the payment they are entitled to: <ul style="list-style-type: none">• There must be a fully-signed waiver;• It must be attached as an official appendix to the contract;• It must include the following:<ul style="list-style-type: none">• Confirm that both parties agree that dance professionals should be engaged in line with the Code;• Confirm that the waiver does not remove any obligations around safety;• Itemise each of the full, true, and accurate costs that are being waived, including rehearsals, performances, allowances, loadings, usage of image fees, etc.;• Outline the monetary value of each of those costs, and the amount they are being ‘discounted’ by;• Confirm that the dance professional will retain the unrestricted right to use any Image or Recording from the work; and,• Confirm that the relevant minimum superannuation and taxation rates are payable (e.g. cannot be discounted).

Becoming a signatory



SIGNATORY PROCESS

1. Sign the Code on Page 11 (PART 10).
2. Email to andrew.markey@meaa.org:
 - a) A copy of the signed and witnessed signatory page;
 - b) A copy of the signatory's logo
 - c) The signatory's name and contact details.
3. Within 7 days, MEAA will:
 - a) Add the signatory's logo, name, and contact details to a Code Signatories Register;
 - b) Provide the signatory with an approved Code Signatory badge to be used on their website and publications;
4. Within 14 days, MEAA will promote the Company's or practitioner's choice to become a signatory, via both social media and member email bulletins.