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Chairperson's Column

A Year of Progress

By Keith Carrick

It's been an especially full year for ICSOM. The Governing Board has supported musicians through difficult workplace and bargaining situations, continued our partnership with RAINN through a presentation on bystander intervention, visited orchestras in Rochester and Kansas City, and spent countless hours preparing for this year's conference. Alongside the AFM and ROPA, we also began negotiations for a new Integrated Media Agreement, including caucus meetings and bargaining sessions with the Employers' Media Association.

Much of this work remains ongoing. Union work rarely provides the satisfaction of a clean ending. Negotiations continue, workplace problems evolve, and one completed project is quickly replaced by another. Still, it is important to recognize progress when we make it.

At the 103rd AFM Convention in Ottawa, delegates approved our proposal to modernize the AFM Symphony-Opera Strike Fund.

The Strike Fund is one of the most important tools available to musicians during a work stoppage. It provides direct support to striking members, but its importance is also strategic: a meaningful strike benefit gives musicians greater confidence to reject an inadequate agreement and gives employers a reason to take our collective power seriously.

Over time, the Strike Fund's contribution and benefit structure had fallen behind the changing economics of our orchestras. The approved changes add more contribution and benefit levels and remove the outdated link between an orchestra's minimum salary and the tier at which it may participate. Each orchestra will be able to choose the level that makes sense for its members, with the approval of its Local, while the Strike Fund's basic safeguards and voluntary structure remain intact.

This was not a last-minute accomplishment. For months, we spoke with Locals, orchestra committees, AFM officers,



Seth Jarvie

and delegates. We listened to concerns, clarified the proposal, made adjustments, and continued building support. Its passage was the result of patient organizing and the participation of many people who took the time to understand the issue and advocate for it.

The convention itself was not always easy. It was, at times, stressful, contentious, and difficult. Delegates debated serious questions about the future of the AFM, often with strong feelings and different perspectives. I am happy to report, though, that our Strike Fund resolution was non-controversial and passed with a unanimous vote.

Since returning from Ottawa, however, I have found myself grateful for what we witnessed there: a raw, vibrant, and deeply human form of democracy. This process can be frustrating and imperfect, but it is also valuable, especially at a time when democratic institutions and workers' rights are under extraordinary pressure.

We're also busy finalizing this year's conference in Honolulu. ICSOM orchestras cover an enormous geographic area, and musicians in cities far from the usual centers of our industry can understandably feel distant from their colleagues. Emails, Zoom meetings, and phone calls help us stay connected, but they cannot fully replace showing up. Having a physical presence communicates something important: you are not peripheral to this organization, and your struggles are not yours to face alone.

Hawai'i is, of course, a beautiful place to visit. Living and working here, however, presents serious challenges, including an extraordinarily high cost of living, geographic isolation, and the economic realities of residing in a place heavily shaped by tourism.

Some of these circumstances are unique to Hawai'i, while others will feel familiar. Many ICSOM musicians are confronting housing costs that have risen far faster than wages. Many are asking whether a professional orchestral salary still provides a realistic path toward stability, homeownership, raising a family, and retirement.

Our time here will allow delegates to learn more about the specific history and circumstances of the Hawai'i Symphony Orchestra, as well as to examine their own institutions more carefully. What pressures are developing in our communities? What opportunities are we overlooking? What can another orchestra's experience teach us about the warning signs, possibilities, and choices in front of us?

That exchange is one of the most important functions of an ICSOM conference. We come together not because every orchestra is the same, but because each has something to teach the others.

The year ahead will bring another full agenda. We will begin preparing for our 2027 conference in New York City. We will explore improvements to the ICSOM website and direc-

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What Your ICSOM Dues Do

By Rebecca Matayoshi, Member-at-large

Do you ever wonder what ICSOM does with your annual dues? It is the primary goal of this Governing Board to represent and serve the membership, which includes information gathering and sharing. This June, I was given the opportunity to represent ICSOM at two conferences: the Labor Notes Conference held in Chicago and the 103rd AFM Convention in Ottawa. While distinctly different from each other, they were both informative and valuable experiences, and I'm glad to have served at both.



Gareth Ormita

Labor Notes is the organization ICSOM has engaged in previous years. Their thoughtful presentations on labor organizing, unification and bargaining tactics are just a sliver of what they provide, and their own conference was nothing short of incredible. There were approximately 4,700 attendees, and with so many offerings on the schedule, it was impossible to attend every seminar. Over two and a half days, I went to 11 panels, each covering a topic I thought was relevant to what orchestras face in the arts realm. Such topics included how to give trainings that engage and inspire, bargaining when the boss claims they are broke, how to grow into your role as a newly elected leader, burnout prevention, social media engagement for your cause, and the concept of open bargaining, which I found very interesting to learn about since our orchestras generally do not practice this method.

What was most impactful was seeing union members across every industry come together in solidarity to share ideas that worked, things that did not, and be together in the spirit of unionism. Not only did it show we share common issues in regards to fair pay, working conditions, and workplace safety, but it also showed the true power in numbers and what power we really do hold as a union.

On that subject, it turned out to be pretty great timing to attend Labor Notes and then travel from Chicago to Ottawa just a week later for the AFM Convention. I attended alongside Keith Carrick, Nicole Jordan, and Kevin Case in a non-voting capacity, but we were allowed to observe and participate in all sessions excepting the election process.

While we could not cast a vote on recommendations or resolutions, we could and did give testimony in committee meetings and on the floor of the convention. It was fascinating to see what policies resonated with delegates, and which were under speculation and revision. In having many one-on-one conversations, it became clear how much disparity there is between big and small locals. This is something that was actively discussed throughout the convention and I am hopeful these continued discussions will lead to bridging that gap via policy reform such as the multi-local rebate that was recently passed.

Attending the convention taught me so much about the inner workings of the AFM at its highest level. I now understand

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Re: Design

By Nicole Jordan

If the way everyone (except librarians) talks about the library is to be believed, and if established contract language is treated as the definitive record of what the job is (or is not, given how many CBA's lack codified library language), you'd assume the library is a quaint, low-stakes corner of the orchestra. Picture this:

- A small room filled with ceiling high bookcases.
- A single desk.
- A mild mannered person in glasses with a pencil tucked behind their ear, ink stained fingers, and wearing paper cuts like quiet badges of honor. Their clothes covered in eraser shavings and paper bits, humming contentedly at midnight after the conductor emailed a fresh round of bowing changes and last-minute corrections 🧐.
- Always dependable.
- Always smiling.
- Never needing rest. Or food. Or a bathroom break.
- Never saying no.
- Just a single person who is grateful to serve, and happy to remain overworked and invisible.

Record scratch.

The truth is that the performance library rarely resembles that fantasy (dependability, paper cuts, last-minute changes, and long days and nights notwithstanding). This is what it actually looks like, to name a few:

- One person doing the work of three in a regional orchestra (and often doubling in another role such as personnel or stage manager),
- 52-week libraries hustling from concert cycle to concert cycle without a safety net (or a vacation),
- Student labor performing detailed, high-skill music preparation work throughout the school year in music departments and conservatories, supervised by a single professional librarian—effectively subsidizing the choice made by these institutions to not hire and/or properly compensate trained performance librarians,
- Repertoire expanding and expectations multiplying while contract language remains stagnant (if it exists at all).

The circumstances may vary across the industry. The design, however, does not. This is what an unsustainable system built on invisible labor looks like.

In Article I (Re: The Library), I named the library's work and exposed its minimization. In Article II (Re: Precedent), I traced the consequences of that minimization in one section across the CBA—revealing what happens when orchestras rely on librarians while operating within systems and structures that do not account for the work—and how it then spills into every other section in the bargaining unit. In this final article, Re: Design, I'm naming what should now be clear: the current way organizations structure, staff, and account for library



Jeff Rothman

work is unsustainable, and it must be redesigned to reflect the actual reality and workflow of the library—not the version that's been convenient to write down, or worse, not accounted for at all simply because the work happens backstage where most people never see it.

Library work is musical work that is a fundamental part of the musician ecosystem. Playing musicians, committees, managements, local unions, and the AFM must

come together to co-author—with librarians, not in place of them—the language, norms, and expectations that have quietly depended on invisible labor while the people performing that labor have absorbed the cost in silence and with fewer protections for far too long. Why? Because there comes a point where saying to your neighborhood friendly librarian “I’m sorry you have to deal with this” is no longer enough.

The work matters. The people doing it matter. And the systems should be designed with both in mind. This is not about personality, intention, the “spirit of the language,” or goodwill. It’s about functional, stable, and collaborative design.

Predictable Labor Should Not Rely on Exceptional People

Library work doesn't just appear out of nowhere. It moves with the season and the repertoire choices across those *insert length of your season here* weeks. Add in auditions, recordings, chamber music series, education programs, touring, pops shows, films, commissions, and special projects, and what you have is a season full of predictable workload spikes. For librarians, the timelines to navigate these spikes are non-negotiable. The work must be completed before downbeat of the first service otherwise rehearsals cannot run and concerts cannot happen. Programs are not postponed or canceled because the workload is unreasonable for the library. The expectation is that the library absorbs that workload backstage and makes it work anyway.

There is a difficult truth embedded in invisible labor: the more quietly librarians absorb risk, crisis, and ambiguity, the easier it is for the institution (and the people within it) to believe the system is working as designed. When every problem gets solved, every missing part magically appears, and every deadline is met through extraordinary effort, the organization learns a dangerous and false lesson: that the current structure is both appropriate and sufficient. That lesson soon spreads across the musical ecosystem—playing musicians assume the workload is reasonable, management believes the staffing and pay structure is adequate, orchestra committees conclude nothing requires urgent bargaining attention regarding the library, and the AFM reads silence as stability. The smoother the library makes the work appear by stretching beyond reasonable capacity to do it, the more the system teaches itself the wrong thing and then mistakes those lessons for truth. A

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Paying for Silence

NDA in Sexual Misconduct Cases

By Kevin Case, ICSOM Counsel



Myra Klarman

As the orchestra world continues to wrestle with issues of sexual misconduct, the use of non-disclosure agreements (NDAs) in settlements has received renewed attention. The recent case of Esther Hwang, a substitute violinist with the Vancouver Symphony Orchestra (VSO), illustrates the problem—and suggests a path forward.

Ms. Hwang's story appeared in a December 2025 article in *The Globe and Mail*.¹ In 2019,

Hwang had lodged a complaint to the VSO, describing an alleged rape and sexual assault by a longtime principal musician of the orchestra at a post-concert party. On one hand, her complaint led to the desired result: the accused musician left the orchestra, and Hwang received a monetary settlement. But on the other hand, the settlement was extremely modest—roughly \$7,100 CAD that mostly reimbursed her for counseling expenses—and it came with strings attached. She had to sign an NDA.

Over the next few years, Ms. Hwang saw her work with the VSO dwindle and then cease altogether. At the same time, rumors circulated, including that she had had a consensual affair with the alleged perpetrator. But because of the NDA, she could say nothing. She asked the VSO to release her from the NDA; the VSO refused. The VSO also denied that her loss of work was in retaliation for her complaint, despite what seems a rather obvious cause-and-effect. After she broke the NDA by speaking to *The Globe and Mail*, the VSO's counsel sent her a cease-and-desist letter, invoking the NDA, threatening to sue her, and complaining that the VSO—yes, the VSO—had “suffered, and will continue to suffer, significant harm” from her decision to go public with her account.

The resulting public outcry was immediate and furious. Within weeks, the VSO publicly withdrew the threat of legal action and announced that it would no longer include confidentiality provisions in agreements involving sexual misconduct, unless a one-way confidentiality agreement is specifically requested by the complainant. (A one-way agreement is one where only the employer, not the complainant, is bound by confidentiality.)

The case represents what critics of NDAs have long decried: a settlement of modest value, extracted at a moment of maximum vulnerability from a musician on the wrong end of a power imbalance with no job security, in exchange for not only a release of claims but permanent silence; and when the victim chose to break her silence in the face of what she viewed as clear retaliation, the NDA was weaponized against her.

Proponents of NDAs include (of course) the employers who primarily benefit from them. But an argument has historically

been made on behalf of victims as well, arguing that an NDA provides a powerful incentive for employers to settle a case, which in turn gives victims significant negotiating leverage. Take that away, the argument goes, and employers will pay even more modest sums or may not settle at all. Victims may also desire confidentiality: they don't want the worst thing that ever happened to them laid bare for the world to see.

While Ms. Hwang's case was Canadian, lawmakers at the state and federal level in the United States have wrestled with this in the wake of the #MeToo movement. At this point, the legal landscape is a patchwork of laws and is still very much in flux.

Federal Law: Less than Meets the Eye

Congress has twice acted on this issue in the #MeToo era. Neither statute really lives up to the hype they received upon enactment, however.

Passed in 2022, the Speak Out Act provides that in a sexual assault or sexual harassment dispute, no nondisclosure or nondisparagement clause agreed to before the dispute arises is judicially enforceable.² That effectively kills the kind of boilerplate confidentiality clause buried in an employment agreement or a handbook that employers often require new hires to sign on their first day of work.

Also in 2022, the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA) amended the Federal Arbitration Act to allow a person to bring a statutory claim grounded in sexual misconduct (e.g., a Title VII claim of sexual harassment) in court even if they are subject to a mandatory private-arbitration agreement.³

Neither statute does much for orchestral musicians. The Speak Out Act covers only NDAs that an employee signs before the dispute arises. Most NDAs are presented post-dispute, after a complaint is made, and the Speak Out Act does nothing about that. (Orchestra musicians also don't typically sign any kind of confidentiality agreement when hired.) The EFAA permits someone to sue instead of being forced into private arbitration; but in a unionized workplace, statutory claims like Title VII are very rarely subject to mandatory arbitration anyway.

The NLRB Option (for Now)

Section 7 of the National Labor Relations Act (NLRA) establishes the concept of protected concerted activity—broadly speaking, the right of employees to speak out regarding workplace issues. In *McLaren Macomb* (372 NLRB No. 58, 2023), the National Labor Relations Board (NLRB), the regulatory agency charged with enforcing the NLRA, held that merely proffering a severance agreement with broad confidentiality and nondisparagement provisions violates the NLRA, because such clauses tend to restrain employees from engaging in speech protected under Section 7. This gave workers and unions a powerful weapon not only against NDAs in sexual misconduct cases, but against confidentiality clauses in employment agreements generally—including, for example, the standard clauses in overscale agreements about keeping the terms confidential.

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¹ <https://www.theglobeandmail.com/business/article-vancouver-symphony-orchestra-violinist-alleged-sexual-assault-nda/>

² <https://www.congress.gov/bill/117th-congress/senate-bill/4524>.

³ <https://www.congress.gov/bill/117th-congress/house-bill/4445/text>.

The Co-op Orchestra Model

By Allan Kolsky, The Syracuse Orchestra

In 35 years as an orchestral clarinetist, I've held contracts with three IC-SOM orchestras. Two of those orchestras tragically went bankrupt (the New Orleans Symphony in 1991 and the Syracuse Symphony in 2011). But through the courage, hard work and dedication of my colleagues, both of these orchestras successfully reorganized as musician-run "cooperative" ensembles: The Louisiana Philharmonic and The Syracuse Orchestra. Delegates from other IC-SOM orchestras have expressed interest in what we are trying to accomplish in Syracuse, and I've been asked to share some of my experiences by comparing traditional versus co-op orchestras.



Allan Kolsky

In good financial times, with good management, the traditional governance model has many advantages. Most of us musicians just want to play our instruments and make beautiful music—and the traditional model allows us to concentrate on our art. Professionally trained staff experts handle marketing, development, operations and financial management. Dedicated volunteers from the community serve on the orchestra's board, supervising operations while contributing large amounts of time, money and professional expertise to the organization's success. Musicians, staff and board all have clearly defined roles and responsibilities. This organizational model generally works quite well, and through decades of activity, IC-SOM has played a key role in improving musician salaries and working conditions through the collective bargaining process.

But traditional collective bargaining is deliberately adversarial. Negotiating parties sit "across the table" from the "other side" in negotiations. And fraternization between groups is often discouraged during the negotiating period, as both sides try to maintain maximum leverage and seek their own best outcome. When negotiations are conducted honestly and ethically, this adversarial approach helps to focus everyone's attention on key areas of conflict or disagreement, and to resolve those issues fairly and efficiently.

However, this adversarial style also comes with definite risks. When we perpetually view our negotiating counterparts as some kind of enemy, we can seriously damage long-term relationships with vital partners in our organization. Once sides are chosen and battle lines are drawn, there can be very strong incentives for opposing negotiators to dig in their heels to get the best deal for their side. A lot of energy can be wasted in unproductive gamesmanship surrounding negotiations. The two sides talk past each other, critical information is withheld, or talks bog down over perceived insults or lack of respect. And, looming over everything is the implied "nuclear option" of a devastating work stoppage—a

strike called by musicians, or a lockout imposed by management—either of which results in canceled concerts, lost revenue, and a PR nightmare for the organization. Poor communication, mistrust and sheer animosity can become serious problems in themselves.

Just as some creative legal thinkers have worked to establish more productive approaches to litigation like "no-fault divorce" and "restorative justice," orchestral musicians in New Orleans and Syracuse have tried to re-think the traditional, adversarial negotiating model.

Immediately following the New Orleans Symphony's bankruptcy in 1991, musicians of the newly-formed Louisiana Philharmonic were forced to start from the ground up with an extreme, pure co-op approach: some of us wore 3 hats at once—serving as musicians, staff and board members, all at the same time. My colleagues made heroic efforts and demonstrated extraordinary skills: percussionist Lee Beach turned out to be an excellent bookkeeper, while piccolo player Patti Adams revealed her amazing talent in visual arts as she directed our marketing efforts. But this maximal effort and crazy work schedule were unsustainable in the long run (as the orchestra's Treasurer during its third season, I was regularly sleeping in the office).

Over a period of years, we hired professional staff to take over most of the day-to-day administrative work. And after starting with a seven-member musician board, we gradually added community members to the mix, who provided professional wisdom along with strategic ties to the community, and greatly improved our fundraising efforts. 34 years later, LPO musicians still play an active role on the board, but are once again able to devote most of their time to music. And in 2024, they received a Grammy Award!

After playing in New Orleans for 12 seasons, I won a full-time position with the Syracuse Symphony in 2002. I loved the freedom of just playing music again. Unlike New Orleans, I didn't need to generate complex spreadsheets, or deliver disappointing news about poor ticket sales to my colleagues. (It actually felt great to worry about reeds, again...) But in the wake of the 2008 financial recession, a number of orchestras around the country found themselves in serious financial difficulty. Plagued by large annual deficits and swamped with debt from an underfunded pension plan, the Syracuse Symphony went bankrupt in April of 2011. Much like New Orleans, Syracuse musicians replaced their old, bankrupt orchestra with a new, musician-run, co-op ensemble.

Bankruptcy is emotionally devastating. Musicians with pre-existing medical conditions scrambled to find adequate health insurance. Many of our best musicians left Syracuse to find work elsewhere. But through hard work and personal sacrifice, we kept the orchestra alive, hired a lot of talented new players and generally maintained our orchestra's artistic standards. A couple of our musicians deserve special praise for taking on extensive staff responsibilities in addition to playing their instruments: Jon Garland (principal horn) also serves as our director of operations, while Kelly Covert (second flute/piccolo) works in development as our special events coordinator.

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system can only learn its own limits when the people propping it up stop carrying those limits in silence. When nothing ever breaks, systems never learn where they are weak. And what systems don't learn, they don't bother to account for.

This creates another consequence: it takes work that is already largely out of sight and removes it even further from how an organization accounts for its own success (what it tracks, what it values, what—and who—it chooses to remember). Librarian work happens out of sight but that isn't the issue. The issue is what the system (and each person who relies on library labor) does with that reality. "Out of sight" quickly and easily becomes "out of mind," even though the outcome of the work is clearly visible. This makes it easier to separate the labor from the results—to take the outcome and not recognize the work and effort behind it. Over time, that lack of recognition morphs into erasure. The work is counted but the role isn't named and the people aren't included, even as the results are celebrated and applauded.

When everything works the way it's supposed to, the applause goes where it always goes: to the musicians on stage. When a difficult piece comes together flawlessly, the conductor stands in front to receive the ovation (and the literal and figurative flowers), and shares them with the colleagues in view. When awards are announced, donations celebrated, seasons praised, and milestones marked, the recognition follows the same well-worn path: toward what can be seen, and toward the faces attached to the performance.

Staff, crew, managers, senior administrators, and production colleagues are thanked by name—in speeches, post-concert toasts and parties, press releases, social media posts, donor events, and at year-end celebrations—and they deserve every word. Yet the work and names of the librarians are rarely mentioned, let alone named. The labor that ensures every note on the stand is playable, accurate, and legal is absorbed into the outcome and disappears from the story. The better the library performs its work, the more invisible its contribution becomes. When it's all said and done, the organization celebrates the visible labor and benefits from the results of the invisible labor, without recognizing that one makes the other possible.

Operational risk flows toward the library while artistic reward flows away from it. When everything goes right, the system behaves as if no one had to make it that way. As if it just happens on its own. However, when anything goes wrong, the cracks are exposed immediately and suddenly everyone remembers there's a library and expects it to absorb the problem and fix it. No other section in the orchestra carries that disproportion of risk and recognition. Everyone knows exactly what comes next when something is amiss onstage during rehearsal because it's practically Pavlovian at this point: "librarian to the stage, please."

It is in those moments that the library becomes the repository of every unsolved mystery, every missing piece of music that someone left at home, and every invisible handoff. The same group of individuals that act as shields to risk also absorbs the blame when anything—bowings, editions, markings, late commissions, doublings, page turns, incomplete programming for a concert, inserts, you name it—is wrong, perceived to be wrong, inconvenient for someone else, or the result of someone else not doing their job earlier in the pipeline. And because the

library is trained to protect the process, librarians are expected not only to fix whatever has gone wrong, but to also accept the blame for it and apologize, even when the root cause sits far outside their office.

The library is simultaneously made the scapegoat and expected to be the savior: blamed first when anything goes wrong or someone else didn't do what was expected of them, then expected to prevent anything from going wrong in the first place, catch whatever falls, and repair whatever breaks. The librarians are expected to own the fall and produce the solution no matter where the fault line began (which almost never begins in the library to begin with). Librarians shouldn't have to bleed so organizations can pretend nothing is broken. Quiet heroics make for great folklore, but terrible policy.

What Comparison Shows

If you've seen one orchestra or organization struggle to resource the library, you've seen them all. The annual budget may span the gamut. The season length may vary. The title, staffing model, and classification of ensembles may change. But the pressure points are identical. The only difference is the shape of the squeeze:

- A one-person shop drowns almost immediately. Every task funnels through a single set of hands. The organization gets a full pipeline (acquisitions, editing, bowings, rentals, markings, scanning, logistics, and crisis response) through one person, without backup or protection. The cost is paid in unpaid overtime, energy, and the quiet hope that illness, injury, and burnout wait until June.
- A fully staffed library at a larger institution drowns more slowly. Repertoire turns over faster, timelines compress, and special programming stacks on top of the standard workflow. Films, pops, media, collaborations, tours, commissions, operas, ballets, and education initiatives do not replace core programming—they multiply it. Even with multiple librarians, the workload expands faster than staffing grows. These orchestras burn out their experts over decades rather than months.
- In academic and training institutions, librarians often support multiple ensembles simultaneously, sustaining continuous music preparation with nominal help from student workers who rotate, graduate, and learn on the fly. Continuity, accountability, and professional judgment remain with one role—the librarian—even though the visible headcount appears larger.

Same pattern. Different wallpaper. Same design flaw:

The work required to get the music on the stands exceeds what contracts and job descriptions recognize. Instead of leadership adjusting the agreement, the planning model, or staffing, the gaps get absorbed by the people already doing the job. Workload growth becomes an exercise in endurance, and that becomes expectation. That expectation then hardens into obligation without a single

amendment to the contract, a job description, the staffing, or the pay. The miracle librarians pull off today becomes the expectation (and the job) tomorrow.

A real fix starts when exhaustion, marginalization, and compensation shaped by assumptions about the job are no longer treated as part of the work, but as evidence that the system itself is—and has been—wrong.

The Work Has Outgrown the Framework

The orchestra of 2026 is not the orchestra of 1996, and while CBAs have slowly evolved in many areas to reflect that shift, the library was never brought fully into that evolution. In most agreements, librarians appear primarily as headcount (x musicians + x librarians: a contractual shorthand that erases the section from the very musician body it belongs to). Where language does exist, it tends to be limited, inconsistent across the field, and silent on scope, workload, boundaries, or protections. Meanwhile, the work has changed dramatically, leaving librarians with 21st-century responsibilities operating inside a 20th-century framework.

What used to be “special” weeks and one-off concerts are now standard business.

Films, gaming soundtracks, multimedia collaborations, operas in concert, world premieres, rewrites delivered hours before the first concert (and sometimes after the first concert), 21-chart pops books that need to be built from scratch, and runout community programs that require a full production pipeline are no longer outliers. They’re the 25–26 season and all land in the lap of the library. And it’s all happening at once. The work hasn’t just increased. It’s changed form.

It now spans score construction, part creation, formatting, verifying editions, clearing rights, scanning (*rolls eyes*), and problem-solving at a speed that doesn’t match the assumptions baked into older structures. None of this lives in the margins anymore. It’s the center of the job. Titles and job descriptions written for a narrower artistic landscape are now expected to stretch to cover every new idea, every new initiative, and every programming ambition without additional time, compensation, staffing, or acknowledgment that the ground has shifted.

If the organization’s to-do list continues to get bigger and the programming continues to expand as a result but the structure stays exactly the same, the difference has to come from someone, somewhere. Right now, that is the librarian. They are absorbing that through time, skill, stress and more invisible labor. To use a larger metaphor here as it relates to our current musical landscape: it’s akin to wanting a bigger, fancier house with all the bells and whistles but using the same foundation and working the existing contractors harder instead of hiring more to do the work properly and safely.

Perfection Without a Safety Net

Librarian work is nothing but details and with the sheer volume of repertoire that flows through a season, one tiny miss can ripple across an entire program. So, librarians learn to live in perfectionist mode. Not because we’re wired that way, but because the job and culture demands it. Over time, perfection, speed, and quiet heroics stop feeling extraordinary and simply become the baseline everyone expects from the library. When every week is stacked with core rep, premieres, films, future planning, auditions, budget deadlines, practice part pulls, and

whatever else gets thrown in the mix, it’s inevitable that something falls through the cracks and a periodic mistake is made.

These mistakes don’t happen because librarians are careless, inattentive, or unprofessional. They happen because the library is the choke point through which every piece of information, every change, every deadline, and every emergency must pass. When there are too many spinning plates and not enough hands, one of them will drop and often the only surprise is that more don’t. Yet the response rarely reflects that reality.

Instead of being met with grace, librarians are often met with scolding tones, lectures, or condescension, and the occasional raised voice, as if the librarian somehow forfeits basic human fallibility simply because they are librarians.

Meanwhile:

- a conductor forgetting to communicate a change is excused,
- someone accidentally playing during a rest is laughed off,
- programming chaos is called artistic excitement,
- last-minute decisions by others are framed as “part of the job.”

Everyone else’s humanity is granted automatically and grace is extended. The library’s is treated as a breach of contract that needs a pound of flesh to be taken as payment for the transgression. This system that relies on librarians to absorb everyone else’s mistakes is the same one that refuses to extend the same grace back to them. If the only way the organization holds together is for librarians to be flawless under impossible conditions, then the design is what failed and is failing, not the people doing the labor.

Optional Expectations Treated as Mandatory

There’s also a whole category of library labor no one talks about or recognizes: the favors that aren’t actually favors (they are requests that land like obligations):

- A conductor wants a set of bowings or parts for a program at another institution they’ve been engaged to conduct at.
- A player has a concert next month with their chamber group and needs help finding a specific piece.
- An audience member writes asking about a piece they heard in the fall of 1972 that the the music director conducted and they don’t remember the name or the composer, but they’re pretty sure it begins with a Z (in reality it was in the spring, not the music director, and it was a Beethoven piece conducted by someone with a Z in their last name...)
- Development wants to offer a “quick” library tour and talk to a potential donor on Friday after the concert but you have a private engagement you need to get to right after the concert ends.



Somehow, all roads lead to the library to “help.” No one writes this into the CBA and it’s not included in the job descriptions. It’s simply assumed and treated as “perks” of employment. Many behave as if the library exists on standby for anything adjacent to music-making (internal, external, formal, informal, or just a good idea someone had in the car or saw on YouTube). This is exactly how favors slowly become expectations, and expectations quietly become requirements. Some labor is “optional” only on paper. Choice disappears when saying no carries reputational, relational, or political cost and the work is no longer a favor—it’s obligation with no acknowledgment, protection, or ability to say no. Librarians want to help—it’s part of the work and the pride of it—but access to that expertise is not unlimited or automatic or unpaid. No one is owed free library labor on demand. Moreover, librarians are allowed to have agency and set boundaries around requests unrelated to the organization’s scheduled seasons and artistic operations.

Out of Sight, Out of Contract

Librarians have long been trained into invisibility. Silence is inherited, culturally rewarded, and often mistaken for ease.

Part of the difficulty lies in a persistent mythology about library work—an inherited narrative in which librarians are imagined as quiet custodians, working in isolation, executing simple tasks handed down from the past. This story is not just inaccurate; it actively undermines librarians’ authority and training as musicians. When colleagues believe they already understand the job—and that understanding is wrong—librarians are forced not only to advocate, but to correct the record before they can even be heard.

For more than a century, orchestras quietly reinforced a two-tier dynamic between playing musicians and librarians: players are treated as talent to be accommodated; librarians as service workers to be corrected. That legacy echoes everywhere: correcting musicians feels like overstepping; correcting librarians feels safe—a habit born out of hierarchy, not truth. And that spills into rehearsal rooms, inboxes, personal interactions, and multiplies exponentially when stress hits the room.

And in that environment, it isn’t surprising that librarians default to silence. The silence is a result of learning the cost of correcting the record in real time. So yes, telling librarians to “speak up” is fine, but it is not a solution. Librarian voice alone cannot be the system so that advice only works if the people with power are prepared to listen and respond to those voices. In a unionized environment, that power does not just sit with management. It also sits with the bargaining unit members who shape what gets normalized, defended, ignored, or bargained for.

When librarians state what they need to do their jobs with dignity and respect—or point out language that fails to protect them—the response cannot be dismissiveness, deflection, or assumptions about the role from those without direct experience of it. Listening is part of the work and the needs being expressed should not be minimized or bargained down. Convenience is not the standard for what is reasonable. The work is. There is something deeply wrong when the people most affected by unreasonable workload, chronic understaffing, and structural invisibility are expected to repeatedly justify why they deserve sustainable working conditions and fair treatment in the first place. At some point, the burden cannot remain on

librarians to endlessly translate, explain, advocate, and absorb. When others step up alongside librarians in this advocacy, the system itself becomes clearer. The workload becomes more visible. The pressure points become easier to recognize. People begin to understand just how much orchestral stability has been maintained not through sustainable design, but through continuous library intervention and heroics.

Representation, Authority, and the Duty to Understand

A bargaining unit cannot function equitably if entire sections of the orchestra are represented primarily through assumption or outdated ideas about what the work is. Committee members and union officers do not just represent the musicians and jobs they understand personally. They represent the entire bargaining unit. That responsibility does not disappear simply because a role or section is less visible, less familiar, or easier to overlook.

One doesn’t need to be a percussionist to understand that two players cannot reasonably cover all the instruments in Bernstein’s *Symphonic Dances from West Side Story*. Nor does one need to be a string player to recognize that a Brahms symphony cannot sustain the intended sound with a Mozart-sized string section. The same principle applies to the library. One does not need to have won or held a library position to understand that there is a tremendous amount of work happening between repertoire being programmed and music appearing in a folder ready to be played. The only difference between the library examples and the ones above is that most people only encounter the final results of librarian labor, not the process that made it possible.

Representation cannot and should not stop at familiarity. The responsibility of those representing the bargaining unit is to ensure that no section becomes (or remains) structurally sidelined simply because its labor is less visible to the rest of the orchestra. As a principle: The duty is not “Represent what I know;” the duty is “Represent everyone, whether I understand their job yet or not.”

The Role of the AFM and Contractual Coherence

At the federation level, this becomes a question of whether agreements are evolving at the same pace as the work itself. Orchestral programming has changed dramatically over the last 25 years and library labor changed right alongside it. The difference is that much of that evolution never made its way into contract language. So, the gap between what the job actually is and what the agreement currently recognizes gets absorbed by librarians and negotiated in real time by local unions and orchestra committees.

In practice, the field has largely been left to sort this out orchestra by orchestra. One bargaining unit builds protections through custom language. Another relies on institutional memory. Another borrows language from a different orchestra and attempts to retrofit it onto an entirely different institutional culture. Another quietly

expands the scope of the role without adjusting compensation, staffing, workload expectations, or the legal realities surrounding elements of library work (looking at you, scanning 📖). Much of this happens because librarians are not always present in the rooms where these decisions are being made, leaving library conditions to be shaped around assumptions about the work rather than direct understanding of it.

Every bargaining unit should negotiate language that reflects the realities of its own institution and library but it should also be remembered that no group is negotiating in a vacuum. Orchestras—musicians and managements alike—watch one another and we should remain mindful of that. The existence of language in a CBA at one organization does not necessarily mean it was the product of meaningful library participation, nor does it automatically mean the resulting terms reflect the realities of the work, comply with laws specific to elements of library work, or solve the actual problem librarians articulated. When language becomes codified, it can easily be mistaken for consensus, reasonableness, or best practice.

That is why these decisions around the library deserve care. Language has a way of outliving the specific circumstances that created it. A compromise made for one orchestra can, and often does, become a precedent for the industry, and before long, language written to solve a local problem is being treated as evidence of how the job should function everywhere else.

The current challenge is not imposing unilateral uniformity across the industry. Every orchestra has different artistic demands, institutional cultures, and operational realities. At the same time, there are certain principles that should not vary simply because the librarians happen to work behind a closed door in a different part of the building. The opportunity, however, is for the field to develop language that remains responsive to local needs while staying grounded in the realities of the work itself.

This is where the AFM, local unions, bargaining committees, and legal teams have a responsibility to bring greater coherence and clarity to how library labor is recognized across the field. Not because librarians are asking for special treatment, but because the current patchwork of a system is too dependent on invisible labor, improvisation, and luck. Agreements are supposed to stabilize labor conditions, not exacerbate them. Right now, too much of library stability still depends on us librarians absorbing the instability quietly backstage.

And So, Plainly: The Library is a Section

Orchestras intuitively understand what a section is. Woodwinds are a section. Brass is a section. Percussion is a section. None of them are treated as optional. None of them are invisible when the planning gets uncomfortable. None of them function without expertise, preparation, and meaningful input into the artistic product.

The library belongs squarely in that category. It is a performing section whose work is embedded in every bar the ensemble rehearses and performs. It carries jurisdiction, authority, and responsibility that are inseparable from the unit's artistic outcome—not a parallel service that happens somewhere adjacent to the stage.

And because we have tiptoed around saying this for decades, let's finally say it: the library is not a concierge desk, a last-minute emergency room, a 24-hour print shop, or an elf-run

workshop where music magically appears by your chair. It is not a customers-always-right counter at Home Depot, and it is not Burger King—you cannot always “have it your way.” It is not where unsolved problems go so someone else can turn them into solutions.

It is a section.

This means its work belongs inside the same structural protections, planning assumptions, respect, and compensation that every other section of the orchestra is afforded—not outside them.

The library is a section, not a servant—and it's well past time that our CBAs and orchestral culture reflect that.

In Solidarity,
Nicole Jordan, Principal Librarian
The Philadelphia Orchestra

P.S. While this article series centers library labor, the framework applies anywhere a job is essential yet structurally sidelined. Small sections. Doublers. Subs. Non-titled players. Any colleague whose contribution is assumed rather than explicitly valued. If you recognize your own experience in these pages, that's not an accident—it's the same system, wearing a different hat. 

Progress continued from page 1

tory to help members more easily find the information they need. We will continue to monitor developing situations in several orchestras and offer assistance where needed. And we will remain engaged in the IMA negotiations, working toward an agreement that protects musicians, reflects contemporary media use, and provides fair compensation.

It has been a big year for ICSOM. We should be proud of what we accomplished, grateful to everyone who contributed, and clear-eyed about the work still ahead. There will also be challenges we cannot yet anticipate. But this year has reminded me that progress is possible when we organize carefully, listen to one another, and keep showing up. 

Dues continued from page 2

better the role of the IEB and the other AFM officer positions far more than I did prior to this summer. At this point, you might be wondering how my trips serve you? The more this Governing Board educates ourselves, the more we can offer when questions arise from your orchestras. Particularly at the AFM convention, it was valuable to meet so many local officers and representatives of other players' conferences we do not see often. Deepening our connections with ROPA, RMA, OCSM, and the newly-minted Freelance Musicians Association (FMA) helps us coordinate ideas like our Strike Fund proposal to ensure our goals are not to the detriment of others. It also allows us to stand with them if they call on us for support as each group navigates their own issues.

We are constantly seeking new ways to improve our work spaces and fresh ideas to share with all of you. Consider it an investment to educate and integrate ourselves, particularly in solidarity with other labor unions, and of course with other locals within our own union. 

NDA continued from page 4

Unfortunately, McLaren Macomb was a decision from the Biden NLRB and is therefore on the chopping block in the Trump era. The current NLRB and general counsel have made it clear that they will revisit McLaren Macomb (meaning it will likely be overturned). But for now, it remains the law. Employers presenting sweeping NDAs to employees are still vulnerable to an unfair labor practice charge, at least until the new NLRB acts.

States: Filling in the Gaps

With Congress having addressed only the pre-dispute use of NDAs and the Trump NLRB likely to take a pro-employer stance, the real regulation of NDAs in sexual misconduct settlement has been left to the states. Roughly twenty have enacted legislation. While a full survey is beyond the scope of this article, some representative examples are discussed below.

1. Flat-Out Bans

New Jersey's approach is emblematic of a flat ban on NDAs. In 2019, New Jersey amended its workplace discrimination laws to provide that any clause in a settlement agreement that would operate to conceal the details of a discrimination, retaliation, or harassment claim "shall be deemed against public policy and unenforceable against a current or former employee." (N.J.S.A. 10:5-12.8) Moreover, if the employer tries to enforce such a clause, the employee can sue them and recover court costs and attorneys' fees.

Washington's "Silenced No More Act," (RCW 49.44.211) passed in 2022, goes even further. It prohibits NDAs that prevent disclosure of information regarding any kind of workplace harassment, discrimination, sexual misconduct, or even wage and hour violations. An employer who attempts to enforce such a confidentiality provision is subject to statutory damages of \$10,000 plus costs and attorneys' fees. (Had Ms. Hwang lived in the "other" Vancouver, the letter she received from VSO counsel would have cost the VSO a cool ten grand to start with.)

Under this approach, there is no mechanism for confidentiality at all. The employer can never obtain it, even if the employee wants to give it. (The one thing that can stay confidential is the settlement amount: in most states, that can stay secret.)

2. Bans with a Narrow "Identity" Exception

California's STAND Act (SB 820), passed in 2018, provides that a settlement agreement resolving a claim of sexual assault, sexual harassment, or sex discrimination may not contain provisions that would stop the complainant from disclosing factual information underlying the claim. An agreement can contain a provision that shields the identity of the complainant and all facts that could lead to the discovery of their identity—but only if the complainant requests it.

In 2021, the California legislature expanded the prohibitions on NDAs with the Silenced No More Act (SB 331), which closed a loophole where employers might try to recharacterize the misconduct as "interpersonal conflicts" or "personality issues" instead of sexual misconduct. The new law extended the STAND Act's restrictions to settlements of all claims of harassment or discrimination, not just those rooted in sexual misconduct.

The "identity" exception is subtle but important: an NDA cannot prohibit disclosure of the underlying facts of the mis-

conduct, even if the claimant wants it; the only thing the claimant can elect is a narrower shield over their own identity and facts that could lead to their identification. The "what happened" cannot be kept confidential; the "who it happened to" is the only thing that can be protected.

3. Bans with a Broader "Claimant's Choice" Exception

New York and Illinois provide the models for this approach. New York (Gen. Oblig. Law § 5-336) does not ban NDAs outright; but it permits them only where the complainant wants it. Specifically, when the settlement involves a claim of unlawful discrimination, harassment, or retaliation, nothing can "prevent the disclosure of the underlying facts and circumstances to the claim or action unless the condition of confidentiality is the complainant's preference."

That preference must be memorialized in a separate writing, with a 21-day consideration period and a 7-day revocation window. Further, even if the complainant chooses an NDA, it cannot contain provisions that will result in the payment of liquidated damages if the complainant violates it, or would require the re-payment of the settlement amount.

Illinois' Workplace Transparency Act (820 ILCS 96/1-25) is similar. No employee can be required to enter into an agreement that restricts them from "making truthful statements or disclosures regarding unlawful employment practices." The employee can still choose to enter into such an agreement, but only if it is the documented preference of the employee, supported by consideration (i.e., the employee receives something of value in exchange), mutually beneficial, and accompanied by notice of the right to counsel and a 21-day consideration period and seven days to revoke.

Can a Case be Made for NDAs?

It is difficult to read the details of Esther Hwang's case and come away with anything less than full conviction of the evils of NDAs in sexual misconduct cases. But those who make the case for confidentiality often argue that an employer's desire for confidentiality can afford a complainant significant leverage in settlement negotiations. Employers are willing to pay a premium for silence. If silence is not an option because the law does not allow it, some claims may settle for far less money or may not settle at all—the employer may figure that it is going to take the hit either way, so it might as well not spend the money. Some complainants also may want nothing more than a clean exit and a fresh start, and the financial means to do it; should the law take that option away from them?

Standing against that is one of the inescapable lessons of #MeToo: NDAs have historically protected institutions and serial predators, not victims.

Think of the names that have been publicly attached to NDAs in sexual misconduct cases: Harvey Weinstein; Bill Cosby; Bill O'Reilly; Jeffrey Epstein; Larry Nasser; Roger Ailes; Michael Jackson—it's a rogue's gallery of serial sex offenders who took advantage of multiple victims, using

NDAs as a tool to cover up their crimes and move on to the next victim. (Each victim may think they are the only one, and with NDAs in place, future victims are none the wiser.)

And the power imbalance is real: a settlement NDA is “negotiated” on one side of the table by an institution with high-priced counsel, insurance, time, and business savvy; on the other side of the table sits a traumatized victim, often unrepresented by counsel, who is economically dependent on that same institution (even more so in the case of a substitute musician like Ms. Hwang). To call the resulting agreement for the complainant’s silence a “bargained for, arm’s length agreement,” which employers invariably do, is a stretch at best.

Confidentiality also can conceal retaliation, as Ms. Hwang’s case demonstrates. When the work offers dry up, a musician bound by an NDA cannot tell the union, cannot tell their colleagues, and cannot explain to anyone why they are no longer on the list. When the rumors fly, they are powerless to set the record straight. An NDA thus does not hide merely the original misconduct; it takes away the ability to deal with consequences far down the line.

Moreover, the case for NDAs may not be supported by empirical data. A 2025 article in the University of Chicago Law Review analyzed more than a quarter-million case filings in the Los Angeles County Superior Court to evaluate the actual impact of California’s STAND Act. The authors found that the law had not caused either a spike or drop-off in case filings; cases routinely settled at the same rate as before the law took effect; and interviews with employment attorneys revealed that settlement amounts had not been diminished.⁴

Striking the Right Balance

It seems clear that restricting the use of NDAs in settlement agreements of sexual misconduct cases is the right course. But the correct policy probably is neither “NDAs are a great tool” nor “Ban all NDAs, no exceptions!” States like New York and Illinois likely have it right: it should be the complainant, and only the complainant, who gets to choose silence. Confidentiality should be available only at the complainant’s documented election, in a separate writing, for good and valuable consideration, with a meaningful period of time to think about it, a right to counsel, and a right to revoke.

California’s approach, which permits the complainant to choose confidentiality only with respect to facts regarding their identity, has also proved viable in practice; but affording the complainant the ability to shape the confidentiality obligation as they see fit strikes me as honoring their own agency to a fuller degree.

Further prohibitions on liquidated damages or repayment of settlement amounts (i.e., “no clawbacks”) also are sensible. I like the statutory penalty in Washington for sending a cease-and-desist letter in an attempt to enforce an unlawful clause, too. The victim does not need to be re-traumatized; and if an employer tries it, they should pay.

But what if you live in a state that hasn’t addressed this issue at all? Then it becomes a bargaining issue. There is no reason why all these terms cannot be bargained into a CBA or a sexual harassment policy. When it comes to empowering musicians

like Esther Hwang to be able to tell the truth, and preventing misconduct from being swept under the rug, we—musicians, unions, and lawyers—don’t have to wait for legislatures.

Co-op continued from page 5

Like most other orchestras, we continue to face serious financial hurdles, including building our audiences back following the pandemic. But unlike many traditional orchestras, relationships between all stakeholders in our organization remain very strong. Currently, five of our 21 board members are musicians, and musicians have a real voice in all decision making—from programming to long-term planning, to financial management, to our current search for a new music director. Musicians make up a near-majority (and sometimes an actual majority) on the board committees dealing with all these issues. All orchestra musicians are invited to attend our monthly board meetings, and each of us gets access to the exact same financial figures (at the exact same time) as our community board members do. Our smart and energetic executive director, Pam Murchison (a former flutist with the West Virginia Symphony), has earned musicians’ respect through her positive attitude and her openness to frank dialogue and honest discussion. Difficult decisions still need to be made, but there is a real sense of collaboration and mutual trust throughout our organization.

Both New Orleans and Syracuse adopted co-op models out of dire necessity. The co-op approach isn’t perfect, and I certainly wouldn’t recommend it for every orchestra. It’s also important to acknowledge that (in 2026 dollars) musician salaries in both New Orleans and Syracuse are still well below the levels they reached before those orchestras’ respective bankruptcies. But part of the trade-off here may involve balancing “immediate needs” (raising salaries) and “long-term needs” (maintaining job security and the financial stability of the orchestra). I also feel that Louisiana’s musician-run structure gave them some critical flexibility in rebounding from the devastation of Hurricane Katrina, just as Syracuse handled the COVID pandemic more nimbly than a lot of our peer orchestras.

Realistically speaking, there will probably be more tough times ahead, as well: if our economy dips into another financial recession, I know that many orchestras, including ours, may face daunting obstacles. I can’t predict the future, but I’m reassured that everyone in our organization is at least “playing on the same team.” Internal conflicts between management and musicians won’t hamper our efforts to meet the challenges ahead. And that’s one major step in the right direction!

Allan Kolsky plays principal clarinet with The Syracuse Orchestra, and also serves on the orchestra’s Board, Finance Committee, and Music Director Search Committee. He previously played second/e-flat clarinet with the Louisiana Philharmonic, while serving as the orchestra’s treasurer and chair of its Strategic Planning Committee.

⁴https://lawreview.uchicago.edu/sites/default/files/2025-01/02_Engstrom%20et%20al.%20ART%20Final.pdf

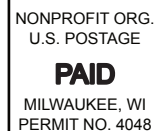


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