Just A Perfect Friendship

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IN 1960, SHORTLY AFTER BENJAMIN B. NAUMOFF had been appointed to the post that is currently titled New York Regional Administrator of the U.S. Department of Labor's Labor-Management Services Administration (or LMSA), his friends did him the generous ceremony of holding a dinner in his honor. His friends, on this and on other occasions, were the top officers of the International Ladies Garment Workers Union and certain employers allied with the ILGWU. Invitations for the dinner, under ILGWU letterhead and signed by ILGWU's General Counsel, were sent out to union officials and employers and were posted on the New York Region's bulletin boards, asking all friends of Ben Naumoff in the labor movement and elsewhere to purchase tickets for the dinner at $10 a seat and/or $100 per table, and/or to otherwise contribute. At the dinner, as a climax to the ceremony, the sponsors awarded to their honored guest, Benjamin Naumoff, a color television set. He accepted it.

This happy occasion was only one instance among many in the long, close and continuing friendship between Benjamin Naumoff and the top officials of ILGWU. Since then there has been a host of other benefits—whether or not all of them have been non-monetary it is hard to say—to attest to the warm affection with which Benjamin Naumoff is regarded by all within the official ambit of the ILGWU.

But what has Mr. Naumoff done in return, to merit such affection?

Naumoff's agency, or what is now known as the LMSA, is the one set up within the Labor Department to carry out the duties of the Secretary of Labor under the Labor-Management Reporting and Disclosure Act (or Labor Reform Act) of 1959. Those duties include such matters as enforcing the Act's guarantees to union members of protection against fraudulent, undemocratic or otherwise unfair conduct of their unions' elections. The Act requires that union members, after appealing for three months within their unions, bring their complaints of electoral violations to the Secretary of Labor—which, in the New York Region, means to Mr. Naumoff—and he, *in his discretion,* will decide whether any action should be taken to protect the union members' rights. If he decides that *no* action should be taken, the union members are barred by the Act from going to court or anywhere else for relief. Under the Act, the LMSA has other duties including enforcement of the Act's various criminal provisions.

Ever since his appointment in 1960, Mr. Naumoff, under a succession of various titles, has been in charge of enforcing the Labor Reform

Act in the New York Region—a Region that currently embraces New York, New Jersey, New England, Puerto Rico and the Virgin Islands and which, until recently, included Pennsylvania, West Virginia, Maryland, Delaware and the District of Columbia as well—thus having geographical jurisdiction over almost the entire array of local unions, joint councils, joint boards, etc., within the organizational structure of the ILGWU, as well as over that International itself. And in his official capacity Naumoff has been extraordinarily indulgent toward the ILGWU. One may search the records without finding hardly a single action taken by or within the New York Region to challenge or set aside any election conducted by any of the several hundred ILGWU locals within that area. This, despite the fact that the ILGWU's absurdly restrictive electoral and eligibility requirements, blatantly violative of the law, set forth in the ILGWU constitution itself and thus made applicable to every ILGWU local union, would seem to make ILGWU elections an obvious target of the Labor Reform Act. Time after time, members of ILGWU local unions have complained to Naumoff's agency that their electoral rights have been infringed by serious violations of the Labor Reform Act—and, time after time, Naumoff's agency has ignored them or has simply refused, on technical grounds, to do anything about it. More about this later.

THE "SELECTIVE" WAY IN WHICH Mr. Naumoff's agency enforces the Labor Reform Act can most simply be demonstrated with regard to certain other provisions of the Act. For example, the Act contains a number of criminal provisions and gives the responsibility for the initial steps in the enforcement of those criminal provisions to the Secretary; that is, to the LMSA. The fact that those provisions are in fact enforced as regards some unions but not as to others is not, in itself, terribly shocking—but it reveals the attitude with which Mr. Naumoff's New York Region regards its functions. And that makes it worthy of attention.

One such criminal provision is Section 503 of the Act, which makes it a federal crime punishable by a year in jail or $5000 in fines or both, for a labor organization to make any loan or loans to any of its officers or employees which results in a total indebtedness to the labor organization on the part of such officer or employee in excess of $2000. It happens that the ILGWU is and for some time has been violating that criminal provision. It has made and still makes loans of two kinds to its officers and employees: "mortgage" loans, at the bargain rate of 4% interest, and "personal" loans, unsecured and interest-free. As a result, many ILGWU officers and employees are currently indebted to ILGWU for sums far in excess of $2000. There is no reason to suppose that the loans were made or are being made for any scandalous purpose; moreover, since the larger "mortgage" loans seem to be reasonably secured, there is no apparent danger of any officer or employee absconding. What

makes these loans noteworthy is the fact that, although they appear to violate a criminal provision of the Act, the ILGWU and its officers seem to enjoy an immunity from prosecution that demonstrates the peculiarly favorable status it enjoys in the New York Region of LMSA.

Officers of *other* unions have received jail sentences for having caused, or participated in, the making of such loans by their unions. As recently as December 1970, on a prosecution initiated by Mr. Naumoff's New York Region, two officers of a local union that is *not* part of ILGWU were sentenced in federal court in New York City to six months each in jail for having caused their union to make a loan totaling only $3000 to a fellow officer of that union. Nor was there anything particularly scandalous about that loan. But while officers of *non*-ILGWU unions go to jail for such relatively minor violations of Section 503, the officers of ILGWU remain unchallenged. Thanks to an indulgent New York Regional Administrator, hardly a breath of criticism is voiced by LMSA concerning ILGWU—and those few criticisms that have been uttered within the agency by Mr. Naumoff's subordinates have been quickly stifled by intradepartmental disciplinary punishment of the critics.

According to the financial reports filed by ILGWU with the Labor Department (and available for public inspection in the offices of the New York Region), the ILGWU's "mortgage" loans to officers and employees have, since the Labor Reform Act went into effect in September 1959, totaled as follows:

Year	New Mortgages Given	Old Mortgages Returned	Balance Due at End of Year
1960	—	—	$565,014.97
1961	$ 94,900.00	$42,953.35	616,961.62
1962	144,600.00	57,008.41	704,553.21
1963	166,455.46	88,101.67	782,907.00
1964	126,867.53	151,517.94	758,256.17
1965	97,600.00	118,557.94	737,298.23
1966	86,600.00	70,156.59	753,741.64
1967	79,100.00	58,226.16	774,615.48
1968	(data not available from report on file)		
1969	—	108,077.82	624,260.28

Obviously, in the years 1960–1967, some $796,122.99 in *new* mortgage loans were given. Assuming that at least some of these were in sums greater than $2000, it seems apparent on the face of things that criminal violations of Section 503 were committed, even without reference to the fact that, in addition to these new mortgage loans, the ILGWU also made and continues to make personal loans to officers and employees some of whom are already indebted to ILGWU on mortgage loans.

Yet despite the appearance of serious violations of law and, pre-

sumably, despite suggestions made with the usual frequency that at least a routine audit be conducted in regard to ILGWU's finances generally, nothing appears to have been done by the New York Region for some eight years after passage of the Act. It is not until we come to the ILGWU's report for 1968 that we see an indication of action on its part. The ILGWU's report for that year provides for the first time an itemized list of the mortgage loans outstanding. It lists some 62 officers and employees of ILGWU—including the ILGWU's salaried General Counsel, five International Vice Presidents, and the Assistant President—who were, as of the end of 1968, indebted to the ILGWU on mortgage loans. Typed at the top of the list is this revealing statement:

> Heretofore, we have recorded and reported these mortgage loans as investments in Schedule 3 as "Other Assets", but are now reporting them in Schedule 1 upon the insistence of the Department of Labor.

It is not clear from the report whether the mortgage loans specified in the list were made before or after the date, September 14, 1959, on which the Labor Reform Act became effective, but it is apparent that at least *some* such loans were made *after* that date. And the statement at the top of the list indicates that, at least at the time the report was filed, the ILGWU was aware of the fact that such loans, made after the effective date and resulting in indebtednesses of greater than $2000, constituted criminal violations of Section 503. The same awareness is indicated also by the fact that the ILGWU's 1968 report, unlike previous ones, buries the total figures for new mortgages given to such an extent as to make those figures indeterminable on the basis solely of what is reported for that year.

That awareness—or, rather, the ILGWU's admission of it— implies an additional awareness that any subsequent loan increasing the indebtedness of any officer or employee already indebted on a mortgage loan of $2000 or more constitutes a crime in and of itself, even if the mortgage loan itself was made before September 1959. Indeed, the ILGWU (along with everybody else) was put on notice to that effect long ago when the LMSA published an interpretation of Section 503. The published interpretation states that an indebtedness created before the Act's effective date (and hence legal at the time of its creation) is not rendered retroactively illegal by Section 503; it also states:

> However, if the total indebtedness was $2000 or more on the effective date of the Act, section 503 (a) would make illegal any loans after that date which would increase the total indebtedness by any amount. Further loans would be prohibited until the total indebtedness had been reduced to the point where an additional loan would result in a total debt to the union of $2000 or less.

It is somewhat surprising, therefore, to turn a few pages back in the ILGWU's 1968 financial report and find that during this same year the ILGWU made (as it had in previous years) additional loans to various of

its officers and employees *who were already indebted to it on mortgage loans for sums greater than $2000.* Thus the ILGWU reports that in the year 1968 it made a $2000 interest-free personal loan to Gus Tyler, the Assistant President, increasing Tyler's total indebtedness at that time—personal loan plus existing mortgage debt—to approximately $14,000. And Tyler was just one of some 14 ILGWU officers and employees who, although already indebted to ILGWU on mortgage loans for sums greater than $2000, were given additional personal loans during the year 1968—all in apparent criminal violation of Section 503.

And the pattern has continued. The ILGWU's financial report for the year 1969 indicates that, in that year, some 17 officers and employees who were already indebted to ILGWU on mortgage loans for sums exceeding $2000 were given additional "personal" loans substantially increasing their total indebtedness. One of these was an International Vice President who, though already indebted to ILGWU for close to $8000 on a mortgage loan, borrowed an additional $2000 from it in 1969.

What is more, there seems to have been an increase in 1969 on one or more of the mortgage loans. Thus a business agent on the International's payroll whose mortgage debt had been reported as $13,836.18 at the end of 1968 is reported, as of the end of 1969, to be indebted to ILGWU on that same mortgage loan in the sum of $18,719.39, an increase of almost $5000. A check of the total figures indicates that this is no mere typographical error; apparently a substantial new mortgage loan was made in 1969 despite official ILGWU disclaimers. This same business agent received, in addition to the increase in his mortgage loan, a personal loan in the sum of $1000. All this is openly stated on the financial reports submitted to the New York Region, yet it is apparent that everyone concerned had reason to know nothing would be done about it.

Aside from the ILGWU's seemingly bland assurance that it was immune from prosecution under Section 503, these figures illustrate an interesting feature of modern unionism: the union's disproportional generosity *toward its officers.* It contrasts sharply with the fact that ordinary members of ILGWU, the ones who pay the dues that in turn pay not only for the officers' salaries but also for the officers' 4%-interest "mortgage" loans and interest-free "personal" loans, are given no loans at all by ILGWU. Many of these ordinary members of ILGWU draw wages of less than $75 per week under ILGWU-negotiated contracts*; upon retiring they receive pensions of only $75 per month. Yet it is not to them that the "progressive" and "socially-enlightened" ILGWU extends such

* The collective bargaining agreement currently in force between Knitgood Workers' Local 155, and the employers in N.Y.C., New Jersey and Long Island calls for weekly wages of $71.75 for inspectors, hand sewers, finishers, crocheters and floor girls, accounting for more than half the workers in the industry. Take-home pay is much lower, between $57 and $59 for a full week. Sweatshops have not disappeared; they are hiding behind an ILGWU union label.

generosity as it can afford but, instead, that generosity is extended only to the ILGWU's officers and salaried employees.

As of this writing, the ILGWU has not got around to filing its financial report for the year 1970, so we still await information as to its most recent dealings. But there seems no reason to doubt that it continues to make loans with little regard for the law—just as there seems no reason to doubt that Benjamin Naumoff and his New York Region will continue to turn a blind eye.

It would appear that most of the ILGWU's loans are being bit-by-bit repaid. The fact that they violate federal criminal law, therefore, may seem curious. But it is a fact that they do—and the fact is obviously known both to ILGWU's top officers and to the New York Region of LMSA. The crime itself, therefore, is nowhere near as important as the fact that it has been committed openly by the ILGWU with what would appear to be assurance on its part that there would be no unpleasant repercussions. And most important of all—indeed, the sole reason for discussing the matter in this article—is the fact that the New York Region, while plainly knowing all about these repeated violations of Section 503, allows them to go unpunished, again and again, while at the same time zealously prosecuting similar violations of Section 503 when committed by other, non-favored unions. The existence of these loans, in other words, is a statistical demonstration of what is euphemistically referred to as "selective" enforcement of the Labor Reform Act by the New York Region—or, in plainer language, of the degree to which the ILGWU and its top officers are given immunity from enforcement of the various provisions of the Act—and not only of those relating to financial matters.

Covering up Section 503 violations is only one of the many—and one of the least valuable—services that a friendly Regional Administrator of LMSA can perform for his good friends in a union bureaucracy. A much more valuable service (one much more harmful to union members) is non-performance of his duties under Section 402 of the Act. That section mandates the Secretary of Labor, upon the filing of a complaint by a union member alleging violations of electoral rights within the union, to investigate and, upon finding a violation of law, to bring suit to set aside the election and conduct a new one. The law makes this remedy the exclusive one; a union member is barred from challenging a union election in any way *other* than by complaint to the Secretary (that is, to LMSA) under Section 402. Therefore, when an LMSA Regional Administrator or other official "friendly" to a particular union decides not to enforce the section in regard to that union, the officials of that union are given virtual immunity from any effective challenge to the way they run their elections.

This service has been and still is particularly valuable to the ILGWU officials, since ILGWU election procedures are probably *more* violative

of the law's requirements than those of any other union. That was especially so up to mid-1968, when the ILGWU's constitution—binding upon all locals, joint boards, joint councils, etc.—barred from candidacy for any full-time office any member who had not already held such an office or graduated from a special "training course" controlled by the officialdom, and also barred from candidacy for any office any person whom a committee appointed by the incumbents deemed, "in its opinion," not qualified "because of lack of knowledge or of ability." Until 1968, these restrictions applied to the elections conducted by every ILGWU local union—yet they were never challenged by the LMSA. In May 1968, those particular provisions were quietly dropped by ILGWU because of a Supreme Court ruling in a suit brought by the Labor Department against a *non*-ILGWU local union, but a host of outrageously unlawful restrictions remain in force. For example, the ILGWU constitution still requires that a member elected to any full-time office, prior to his installation and as a condition to holding the office, submit to the International *an undated but executed resignation from the office to which he has been elected.* Moreover, it permits the officials of a local union to bar from nomination any member who fails to get the hand votes of five percent of the persons attending the nomination meeting, and it permits the committee appointed by the incumbents to remove from candidacy any person whom *it* considers (without trial) "guilty of violating" the ILGWU constitution or the local's by-laws. That these restrictions violate the law's requirements needs no careful pointing out; the wonder remains that they have *never* been challenged by LMSA.

ONE OF THE MOST NOTABLE features of ILGWU elections, however, is not contained explicitly in its constitution: that is the use by ILGWU officials of hired thugs to intimidate the membership. This extra-constitutional feature takes, however, a variety of forms. For example, when the 8000-member Cutters' Local 10 held its election of officers in February 1968 and the newly-formed Independent Cutters' Club opposed the incumbents, one of the Independents attempted to distribute leaflets outside the election place. Abe Dolgen, then Assistant Manager of the local (he has since become Manager) walked up accompanied by a well-known gangland figure and said to the member, "If you distribute those leaflets here, I'll have you beaten up." The member looked at Dolgen, then at the gangster, and stopped distributing leaflets. A few minutes later the threat was extended by William Weiss, then a business agent and now Assistant Manager: as the price of "peace," Weiss demanded that the member turn over *all* his leaflets. The member surrendered those that were in his possession; then Weiss called over two young thugs who had been stationed nearby and had them accompany the member to the room used by the Independents as their campaign headquarters, where the two thugs forcibly confiscated all the campaign material.

In Local 10's 1971 election, the practice was continued. Thugs were brought into union meetings to intimidate oppositionists—most notably at the nomination meeting and at the installation meeting immediately following the election—and, with Local 10 Business Agent Bernard Zionsky directing them, were stationed in seats next to and directly behind the leading oppositionists. Their purpose was not only to intimidate but also to harass physically the oppositionist members. Thus, at the installation meeting, when oppositionist Eugene Libow stood up to speak, the thug stationed next to him wrapped his legs around Libow's and actually held on while Libow struggled toward the speakers' platform. Meanwhile, an oppositionist member speaking on the speakers' platform was physically assaulted by Local 10's sergeant-at-arms. The thug who had wrapped his legs about Libow's later explained his reasons: "I do," he said, "what I'm paid for."

Simliar techniques were used in the 15,000-member Knitgood Workers' Local 155 in New York, where an opposition rank-and-file group was formed just before the February 1971 election. (In the 1968 election several of its members had run for office as individuals.) At the nomination meeting, the group's leader, Edward Tucker, was physically attacked by two business agents; threats of various kinds were made to rank-and-filers who had announced as candidates and to members distributing leaflets in favor of the rank-and-file group; during the actual voting process, a business agent who had been asked to stop campaigning in the voting area loudly threatened Tucker with physical violence. These and similar methods of intimidation caused two women workers who had announced their candidacies for union office on the rank-and-file slate to withdraw from candidacy at the nomination meeting. And the remaining rank-and-file candidates were denied even the right to nominate each other: all nominations, including those of oppositionist rank-and-filers, were made by the incumbent officials, ordinary members being denied the right to the floor except for purposes of declining nomination.

THE ONLY LEGAL RECOURSE OF UNION MEMBERS whose electoral rights in their unions have been infringed is to complain to the Department of Labor—which for members of unions located within the New York Region means a complaint to Regional Administrator Benjamin Naumoff. In 1968, members of Cutter's Local 10 and of Knitgoods Local 155 complained—and, predictably, Regional Administrator Naumoff denied their complaints. Since the violations complained of were too obvious to ignore (in Local 10, members were not even allowed to have their names go on the ballot until they had submitted undated, signed resignations), Naumoff relied on procedural technicalities: he said that the members had not appealed within the union soon enough after the election to meet the requirements of the ILGWU's constitution and hence their subsequent complaints to tthe Labor Department could not be acted upon.

(The ILGWU constitution sets a 10-day time limit.) That objection wore a little thin in regard to Local 10, where one member had appealed within the union less than ten days after the election, and where other members filed further appeals within the union before that appeal had been disposed of, before complaining to the Labor Department. Since in other litigation, the Labor Department has consistently maintained and still maintains the position that *any* timely appeal within the union is sufficient to meet the law's requirements, it has never been able to explain why it adopted a different position in regard to ILGWU members. The complaining members took the Secretary of Labor to court, demanding that he (or the LMSA) apply the same rules to ILGWU elections that he applies to the elections of other unions; the court, however, ruled that the Secretary's exercise of his "discretion" in regard to election complaints was outside its jurisdiction, and therefore dismissed the members' suit.

Meanwhile, the same process of appeal within the union and ultimate complaint to the Secretary is being repeated—with regard at least, to ILGWU Locals 10 and 155. (The law requires that members appeal for three months within the union before complaining to the Secretary.) But the end result is virtually certain. The friendship between Regional Administrator Naumoff and the ILGWU officialdom is an enduring and reliable one; it can be counted upon. Not only are Naumoff and the ILGWU officials on a first-name basis; not only are they cognizant of their common interests as bureaucrats, governmental or private, engaged in the "union business"; not only do they sponsor and/or attend each other's testimonial dinners (in January 1971, for example, they all attended the "Debs Day" dinner at which their host, the Socialist Party, presented its annual "Morris Hillquit Award" to ILGWU International Vice President Charles S. Zimmerman); not only do numerous intangible and not-so-intangible favors flow back and forth among them. The friendship of these bureaucrats runs deeper than any such mundane considerations would suggest. It is truly a perfect one, founded upon political nostalgia and Social-Democratic rhetoric. It would even be a beautiful one if its purpose were not (in addition to the covering-up of financial hanky-panky) to aid in the oppression of rank-and-file workers.

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Campus Disorders:

A Case of Successful Communication

Michael Parenti

WE ARE TOLD BY PSYCHOLOGISTS, labor relations experts, students of international affairs and marriage counselors that conflicts arise from a "breakdown in communication." Defensive words and gestures are perceived as offensive by those toward whom they are directed; each side misreads the intentions of the other; communication becomes distorted; opportunities for negotiation are lost, and creative policy gives way to rigidity. What is needed at that point, the theory goes, is for opponents to reverse the cycle by a process of mutual example, gradually de-escalating their defenses and resuming a dialogue. By talking things over, each protagonist will see a certain legitimacy in his opponent's perspective and recognize how his own attitudes contributed to the conflict. Improved communication brings improved understanding, and with understanding comes greater trust and evenutal reconciliation.

Now few of us would deny that faulty communication contributes to many of the problems arising in personal, social, political and international affairs. But we might remember that conflicts sometimes are caused not by a failure but by a success in communication, that is, not because protagonists have been unable to understand each other but because they have come to understand each other all too well.

This is the difficulty faced by the universities in recent years. The image of the university as propagated by its spokesmen is of an instiution dedicated to democratic, humanistic and intellectual values, a place where independent scholars engage in the pursuit of knowledge without attachment to partisan interests. The reality of the university is something else: an institution ruled by a non-elective, self-appointed, self perpetuating board of directors drawn predominantly from the world of the corporate rich, an institution deeply involved in the training, recruitment, and research tasks essential to the giant corporations, the Department of Defense, the CIA, IDA, AID, AEC and a host of other such agencies and interests, an institution which in most instances is itself an exploitative employer, a slumlord, an owner of a substantial stock portfolio, a direct beneficiary of foundation and government grants, a provider of trained manpower for engineering, commercial, and agricultural corporations and of second lieutenants for Vietnam, an inventor of murderous weaponry (Harvard gave us napalm), a perfector of counterinsurgency techniques, a defender of the private enterprise system and a propagator of the myths of liberal gradualism.

Our growing realization that the university is not what university