MINUTES OF MEETING OF OFFICERS BOARD

THURSDAY AFTERNOON, JUNE 27, 1935

Present in Conference Room, Eleventh Floor:

Messrs. W. R. Seigle
E. M. Voorhees
L. R. Hoff
S. A. Williams

These minutes relate only to the various dust problems discussed at the meeting and decisions in connection therewith.

Vandiver Brown was called into the meeting and outlined briefly the current status of the various pending law suits in Illinois and Arizona. He also informed the meeting concerning the results of efforts to effect the passage of occupational disease legislation, or to amend existing statutes, in New York, New Jersey, Indiana, Illinois and California.

LITIGATION

Of the 53 cases pending in Illinois, 51 have been removed to Federal Court. The Nixon and Vogel cases cannot be removed because the amount demanded by the plaintiff in each case is less than $3000.00 and this factor precludes removal. The recent holding by the Supreme Court of Illinois that Section 1 of the Occupational Diseases Act is unconstitutional has added to the confusion which already existed in Illinois so far as the status of dust claims is concerned and has worked to our advantage in that it makes possible further delay in reaching the point where the cases must be tried. The plaintiffs' attorneys have amended the complaints in all of the cases so as to allege common law negligence on our part, whereas at the outset the charge was that we had violated our statutory obligation. The upsetting of the Occupational Diseases Act has raised numerous questions which must be carried to the highest court in Illinois. Among these is the Statute of Limitations. Under the Act, which was held unconstitutional, it had been held that the Statute of Limitations did not commence to run until the claimant discovered he had the disease. Another question is as to whether a cause of action lies at common law. Accordingly, Mr. Heth advises that none of the cases will be reached for trial before next Fall and not then unless an Appellate Court ruling has been handed down on some of the questions, common to all of the cases, which are being raised by other litigants.

LEGISLATION

New York amended its Occupational Diseases Law to make it the all inclusive type, that is, a blanket provision has been inserted that all occupational diseases are compensable. Insurance

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companies are greatly opposed to this type of enactment because the hazard, and consequently the premium, is difficult to calculate.

The New Jersey Legislature adjourned without enacting the proposed silicosis bill to which we objected.

Indiana defeated a bill of the all inclusive type.

In Illinois the bill sponsored by the Illinois Manufacturers Association, and favored by us, has met with failure. Labor influences have introduced several amendments to the Workmen's Compensation Act which would increase rates of compensation and have also introduced an Occupational Diseases Act of the all inclusive type. The Legislature is still in session and Mr. Williams was given the responsibility of communicating with Mr. Kottcamp for the purpose of having him do what he could through local representatives and senators to bring about the defeat of these bills.

California already has an Occupational Diseases Act of the all inclusive type. Efforts to amend this Bill by properly defining the dust diseases and setting up machinery for accurately determining the existence of the diseases and the extent of the disability caused particular individuals were defeated by the labor interests. A committee was appointed by the House of Representatives to study the problem and to make recommendations to the next session of the Legislature to be held two years hence.

DIATOMACEOUS EARTH

The recommendation had been made that the Company sponsor experimental work with diatomaceous earth similar to the experiments with rock wool at the Harvard School of Public Health. It was pointed out that there was some evidence indicating that diatomaceous earth, although practically a pure silica, would not cause a fibrosis of the lungs due to the fact that it was amorphous in character, rather than crystalline.

After discussion, it was decided that these experiments with diatomaceous earth should be made. Vandiver Brown was directed to discuss the matter with Saranac Laboratories (the Harvard School of Public Health not being available) and ascertain if the same sort of arrangement could be made with Saranac as had been made with Dr. Fairhall at Harvard. Mr. Brown will report back to the Officers Board and if Saranac will do the work for a reasonable figure and meet certain of our conditions, the task will be assigned to them.

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ESTELLE HACKER
HELEN GUNDERSON

Travelers Insurance Company have agreed to recognize both of the above-named employees as entitled to total disability under their Group Life Policies. One thousand ($1,000.) dollars is, therefore, payable to them and we may elect whether it shall be made in a lump sum or by instalments. Both parties have started an action against Johns-Manville Products Corporation and their attorney is Drake H. Berg who is representing the plaintiffs in more than thirty of the cases pending against us in Illinois. Apparently both these women have tuberculosis but an examination of their X-Rays by Drs. Lanza and McConnell indicated that they had no form of dust disease or other occupational disease.

It was decided that we would elect to have the payments made by instalments. It was felt that if payment were made in a lump sum a large portion would go to Berg and assist him in further activities against us. In addition it was also felt that it was for the best interest of the employees themselves that payments be spread over a period of time, thus preventing dissipation of the money and assuring them of a small, but certain, income for some time in the future.

Vandiver Brown was instructed to advise Mr. Heth of this decision.

METROPOLITAN SURVEY OF PLANTS

The work being performed by Metropolitan Life Insurance Company in taking dust counts at the various plants and in making reports and recommendations based thereon was discussed in some detail.

Mr. Williams advised as to the action that had been taken by the plant engineers to correct dusty conditions at Alexandria and Gretna. He stated that large sums of money had been appropriated for similar work at Waukegan but that it had been considered wise to defer spending this money until the Legislature had adjourned, inasmuch as the proposed "Blower Act" might have very important bearing upon the type of equipment to be installed. The Manville report which had been received on June 10th was being studied but nothing had as yet been done.

The meeting was advised that dust samples have been taken in Asbestos Quebec and at the Nashua factory but reports and recommendations on these localities could not be expected prior to August. It was also brought out that Mr. Fehnel of

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Metropolitan Life Insurance Company was going to be sent to California in the Fall and that a dust survey of our plants would be made at that time. Mr. Binder will accompany him.

It was decided that when a reasonable time had elapsed after the report and the recommendations regarding any specific plant had been received, Mr. Williams would advise the Officers Board as to the following:

1. What steps had been taken to correct any unsatisfactory or hazardous conditions reported in the survey.

2. What ones, if any, of the recommendations contained in the report had not been acted upon.

3. The reasons why they had not been acted upon.

4. If the reason given in any such case were that it was impracticable or physically impossible, then what alternative course of action had been adopted and with what results.

RESPIRATORS

The necessity of providing workmen at dusty localities with respirators of a type meeting the Government's "Approval Schedule" was discussed as was also the question of the extent to which the management should go in warning the employees to make use of the respirators and in enforcing any rules or regulations which might be made applicable thereto. It was recognized that it would be difficult to compel the workmen to wear the respirators at all times but it was pointed out that, in order to keep our record clear in the event litigation should develop, certain things should be done, which could be made the subject of testimony.

Vandiver Brown was directed to work out a procedure to be followed at the factories in respect to respirators which would be workable from an operating point of view, which would provide the employee with the required protection and which would at the same time afford the Company maximum protection against the legal hazard.

It was pointed out that instructions in regard to the use of respirators by company-owned Home Insulation Units had been worked out with Mr. Sherrill more than a year ago and that bulletins outlining the recommendations had also been provided all of our sub-licensees under the Slater Patent. Vandiver Brown was directed to follow Mr. Sherrill from time to time to

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see that the instructions were re-issued and, where necessary, amended.

OTTO L. BINDER

Mr. Binder's salary is at present being paid jointly by Johns-Manville and Raybestos Manhattan, Inc. Recent conversation with Mr. Judd had indicated that since all of their plants had been covered they might be seeking to make an arrangement with us whereby they would pay a smaller portion of Mr. Binder's salary. Developments indicated that we could probably use Mr. Binder on a full-time basis and, since competent dust counters are so few and since they require such a long period of training, it was decided that we should endeavor to secure Mr. Binder's release by Raybestos and add him to our payroll as a full-time employee. Vandiver Brown was directed to see what he could do with Mr. Judd along these lines.

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