

FILE NAME: Garlock (GAR)

DATE: 1945-1948

DOC#: GAR014

DOCUMENT DESCRIPTION: Workers' Comp Case Report with BC Notes

GARLOCK

Much of this material was numbered as exhibits in the case of Adams, for which I was deposed on Jan. 5 and 12, 1995 (Plaintiffs' attorney Harry Goldman 410-8374222).

1945 -- Workers' comp proceeding was brought by family of Vera Clemons, who had worked at the plant in Palmyra NY in 1918-1920 (that's from employment records; med. rept. says she worked until 1929 at Garlock the first time) and again in 1942-1943 in the textile department. Report by Dr. MJ Moskovitz in 1945 says she died from asbestosis. A 5-3-49 letter from Lumberman's Mutual to Garlock informs that "the amount of the award in this case will amount to \$6086.15."

1946 -- November article by Hendricks, "Industrial Hygiene Importance of Dust" in **Southern Power & Industry** describes asbestos hazard; same issue includes ads by asbestos companies including Garlock.

1947 -- Garlock ad in March 1947 issue of **Modern Power & Engineering** pictures and discusses workman loading an armload of raw asbestos fiber into processing equipment ("from raw material to finished product").

1947 -- Garlock, as a member of the Asbestos Textile Institute, was included in the report by W. Hemeon of the Industrial Hygiene Foundation. The company had no data on the prevalence of asbestosis among its workers: 5-minute dust counts were reported (4) on a day when most windows were open, 1.5-3.1 MPPCF. The main Hemeon report disparaged any reliance on the 5 MPPCF guideline as a safe exposure.

George E. Houghton was deposed on 12/4/86 in **Overby** and recalls attending ATI meetings from 1956-1970 and rarely missed one (pp. 82-83, 92). He was recorded as present at the March 8, 1956 meeting and this is noted in the minutes of those dates. There, Dr. Hueper's writings on asbestos and lung cancer were discussed. He admitted being at the 3/8/56 meeting but not the one from the day before, where the minutes also record him as present and contributing to the discussion on "fibre conditioning." ATI minutes spoke about the NY conference organized by Dr. Selikoff in 1964.

Meetings of ATI on 2/3/71 at which Garlock is recorded as represented by A. Kuzmuck and WF Brainerd discussed the passage of the Occupational Safety and Health Act, the liability implications of using warning labels (or failing to), and describe Selikoff as a dangerous man whose tactics the industry needed to combat (Feb. 4, 1971). Houghton testified that Garlock had plants in France, the Philippines, and Spain (p. 79) where he had worked.

In 1989, EPA issued regulations calling for the end of asbestos use in "sealing products in most applications." In 1990, Garlock ran ads in **Chemical Week** (May 23, Nov. 28) boasting of the superior qualities of their asbestos-free products (e.g., "Garlock asbestos-free gasketing and packings deliver superior sealability in virtually every application.") The next year, industry challenge to the EPA rule overturned it. I just called the toll-free number listed in the 1990 Garlock ad and asked if they still sell asbestos-containing gaskets, and was told they do (1/14/97).

WILLIAM L. CLAY

ATTORNEY AT LAW
POWERS BUILDING
ROCHESTER 4, NEW YORK
—
MAIN 4733

EAST ROCHESTER OFF
12 EYER BUILDING

December 20, 1948

Garlock Packing Company
Balmyra, New York

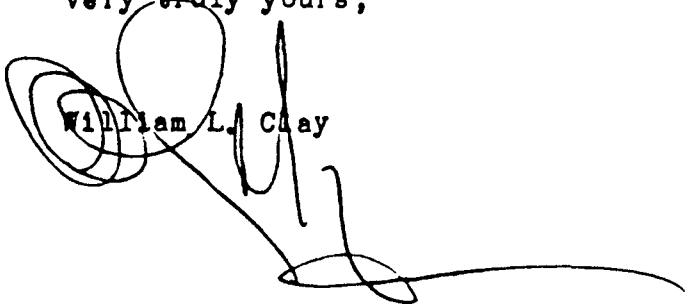
Re: Clemens v. Garlock

Gentlemen:

I have not yet received attorney's fees covering settlement
of Workmen's Compensation claim in the above case.

Please let me know when it will go forward.

Very truly yours,


William L. Clay

WLC:ajr

WILLIAM L. CLAY
ATTORNEY AT LAW
POWERS BUILDING
ROCHESTER 4, NEW YORK



Garlock Packing Company
Palmyra, New York

December 23, 1948

American Lumbermens Mutual
Casualty Company of Illinois
Attn: Mr. George A. Ryder, Comp. Claim
Reynolds Arcade Building
Rochester, N. Y.

Re: Clemens vs. Garlock

Gentlemen:

Enclosed is copy of letter dated December 20 from Mr. William L. Clay, attorney for the claimant in above workmen's compensation case. Also attached is copy of our reply of today's date. Both letters are self-explanatory and we assume that you will handle the matter of claimant's attorney's fees in due course.

Very truly yours,

THE GARLOCK PACKING COMPANY

J. R. Alsdorf

JRA:IK
Encs.

cc Mr. Pierce

December 23, 1948

Mr. William L. Clay
Attorney at Law
Powers Building
Rochester 4, N. Y.

Re: Clemens vs. Garlock

Dear Sir:

We have your letter of December 20 relating to attorney's fees in the above proceedings. We are today sending a copy of your letter to the carrier involved, American Lumbermens Mutual Casualty Company of Illinois, which we assume is informed as to the terms of the award and will take action in accordance therewith.

Very truly yours,

THE GARLOCK PACKING COMPANY

J. R. Alsdorf

JRA:IK

cc American Lumbermens Mutual
Casualty Company of Illinois
Attn: Mr. Geo. A. Ryder, Comp. Claim
Reynolds Arcade Bldg.
Rochester, N. Y.

Mr. Pierce

J.R.A

Why don't you
play the man

12-28-72

WILLIAM F. STRANG
GEORGE F. BODINE
CORNELIUS R. WRIGHT
WILLIAM C. COMBS
CHARLES W. GREEN
C. VINCENT WISER
JOHN G. SHAW
HYMAN S. FREEMAN
EDWARD W. ICKES
ELLSWORTH A. VAN GRAAFEILAND
DONALD R. HARTER
HAROLD F. CURTIS

STRANG, BODINE, WRIGHT & COMBS
800 POWERS BUILDING
ROCHESTER 4, NEW YORK

February 7, 1949.

Mr. J. R. Alsdorf
The Garlock Packing Company
Palmyra, New York

Re: Vera Clemons, dec'd
vs: The Garlock Packing Company

Dear Mr. Alsdorf:

We acknowledge receipt of your letter of February 1, 1949 with the photostat of the notice of decision in the compensation claim.

We fully agree with your comments in the second paragraph of your letter. As a matter of fact we learned that the notice had been held up for some reason - probably to secure an actuarial computation. We assume that pursuant to the usual practice the Board's folder will now be forwarded to the New York Actuary of the Department to compute the present value of the award. After that, a further notice will be sent out stating the amount the Carrier is required to pay in a lump sum covering future payments. Since the amendment of some years back, the carrier is now compelled to pay in one lump sum to the Aggregate Trust Fund to cover all future payments.

X
With respect to your last paragraph, you are apparently working under the assumption that death benefits are payable to the respective children only until each becomes 18 years of age. This is the provision in Section 16 of the statute. However, Section 66 as it existed at the date of the death contains no such limitation with respect to the age of the children. The second sentence of Section 66 provides for the payment of benefits for temporary or permanent total disability or death from silicosis or other dust disease, "notwithstanding any other provision of this chapter***". However, payment is to be made only to employees *** or to their dependents. This is the reason that the claim of the husband was denied.

I have tried to reach Mr. Ryder since receiving your letter but he is out of town. I shall discuss this angle with him at the

To: Mr. J. R. Alsdorf
Re: Vera Clemons

-2-

2/7/49

first opportunity and see if his interpretation of the statute is the same as mine and if there is any question about it, I shall let you know.

It is to be noted that Article 4-a was repealed by Chapter 431 of the Laws of 1947, effective July 1, 1947. However, Section 14 of the repealing act provided in effect that any rights previously accrued under Article 4-a prior to July 1, 1947 shall inure to the benefit of any persons affected thereby as though such Article had not been repealed. This saving clause seems directly applicable to the Clemons claim.

I have arranged to obtain photostats not only of the notice of award but of the claim and medical reports together with Mr. Clay's letter of transmittal to the Board and as soon as they are available we shall prepare our motion papers for leave to serve an amended answer, setting up the compensation proceeding and award as a further defense by way of election of remedy. If we are permitted to serve an amended answer, we shall thereupon move either for a dismissal or for judgment on the pleadings along the line of our discussion with you.

Of course, you understand that we could make no motions until the notice of award went out. We shall keep you advised.

Very truly yours,

STRANG, BODINE, WRIGHT & COMBS

By



CWG-1b

** Note: 2/11/49 Mr Green phoned: Regard this letter with question mark. Subsequent talks at Board reveal possibility compensation to children may terminate at age 18. Will advise later, as Ryder investigates.*

JH

3/10

March 1, 1949

Mr. Charles W. Green
Strang, Bodine, Wright and Combs
800 Powers Building
Rochester 4, N. Y.

Re: Vera Clemons, dec'd. vs.
The Garlock Packing Company

Dear Mr. Green:

Enclosed is photostat copy of corrected notice of decision in the workmen's compensation case. This is the second corrected notice being dated February 24, the first corrected notice being dated February 11.

You will note that the only change over the first corrected notice is that the award is stated "not to exceed \$6,500.00" rather than in full amount of \$6,500.00. I know you will wish to inform yourself of the reason behind this change if you are not already aware of it.

Very truly yours,

THE GARLOCK PACKING COMPANY

J. R. Alsdorf

JRA:IK
Enc.

WILLIAM F. STRANG
GEORGE F. BODINE
CORNELIUS R. WRIGHT
WILLIAM C. COMBS
CHARLES W. GREEN
C. VINCENT WISER
JOHN G. SHAW
HYMAN B. FREEMAN
EDWARD W. ICKES
ELLSWORTH A. VAN GRAAFEILAND
DONALD R. HARTER
HAROLD F. CURTIS

STRANG, BODINE, WRIGHT & COMBS
800 POWERS BUILDING
ROCHESTER 4, NEW YORK

April 21, 1949.

Mr. J. R. Alsdorf
The Garlock Packing Company
Palmyra, New York

Re: Vera Clemons, dec'd
vs: The Garlock Packing Co.

Dear Mr. Alsdorf:

Replying to your letter of April 19, 1949, Mr. Ryder informed me that the awards had been straightened out to the satisfaction of his company and that arrangements were being made to pay the same. Frankly, I neglected to jot down any figures but it was agreed that the death benefits payable to the children would terminate on each child's attaining the age of 18 years.

This clears the way for the motions that we discussed and we shall proceed to prepare our papers as soon as possible, keeping you advised.

Very truly yours,

STRANG, BODINE, WRIGHT & COMBS

By

Chas W. Green

CWG-1b

John

The Garlock Packing Company

PALMYRA, NEW YORK

April 22, 1949

Mr. George A. Ryder,
(American) Lumbermens Mutual Casualty
Company of Illinois,
Keynolds Arcade Building,
Rochester, N. Y.

Re: Vera Clemens, dec'd. vs.
The Garlock Packing Company

Dear Mr. Ryder:

Mr. Charles W. Green has informed us that the final figures for settlement of the above workman's compensation claim proceedings have been determined. We assume this includes the amount of the lump sum payment to be made by Lumbermens Mutual to the Aggregate Trust Fund to cover further payments. We should appreciate being informed of these amounts in order to complete our files.

Very truly yours,

THE GARLOCK PACKING COMPANY

Secretary.

HBP:IX

cc Mr. Alsdorf

WORKMEN'S COMPENSATION BOARD

STATE OF NEW YORK

NOTICE OF DECISION IN DEATH CASE

W. C. B. Case No.	Name of Decedent	Carrier's Case No.
74602823	Vera Smith Clemens, Dec'd.	(43)

Claimant: Raymond E. Clemens

133 W. Foster St.
Palmyra NY

Garlock Packing Co ✓
Palmyra NY

Atty. Wm. L. Clay

Employer: Powers Bldg.
Rochester 14 NY

Florence S. Kemp
25 Main St.
Macedon NY

Klaine & James Mangiamelo
135 W. Foster St.
Palmyra NY

You are hereby notified that at a hearing held before the Workmen's Compensation Board on 8/4/54 a decision and award of compensation was made in the above case as follows:

Name	Address	Relationship	Date of Birth	Percentage	Rate per Week
Payments to be made for Lucille F. Clemens to Florence S. Kemp, Court appointed guardian, of 25 Main St., Macedon NY					
Payments to be made for Eugene Clemens to Klaine & James Mangiamelo, Court appointed guardians, of 135 W. Foster St., Palmyra NY					
CLOSED.					

and the employer and insurance carrier are hereby directed in accordance with the provisions of the Workmen's Compensation Law, to pay such award to the following persons:

To (Name) (Address)
(Name) (Address)
(Name) (Address)

and funeral expenses \$ to (Name) (Address)

Employer and carrier are directed to pay at once \$ for weeks at \$ from date of death to 19, direct to the and thereafter (\$ bi-weekly).

Balance of the award is ordered paid into the Aggregate Trust Fund as provided under Section 27 of the law. Present value of the award as ordered paid into the Aggregate Trust Fund as of is \$

Check to be drawn to the order of "State Insurance Fund—Aggregate Trust Fund Account." The Aggregate Trust Fund is to make bi-weekly payments at the rate of \$ beginning with to the

Death benefits to surviving widow shall be increased to 40% of decedent's average weekly wage base upon termination of death benefits to children.

The above copy of the decision and award is sent you pursuant to law. TAKE NOTICE that the above award or decision was duly filed in the office of the Workmen's Compensation Board on the tenth day of August 19 54

Dated 8/10/54

By JOC

Mary Douline
Chairman

C
67 (115)

Reduced 7/21/86

Workman's Compensation Law

Death Benefits

§ 16. 1. Funeral expense to maximum of \$200.

2. If surv. wife (or dep't husb) + no children
 "18 (or blind etc) - 30% average wages w/ 2
 years comp in one sum; if child
 "18 (or blind etc), additional 10% of wages
 to age 18 (subject increase to 15% in case of
 remarriage of surv. parent; but maxi-
 mum of 66 2/3% of wages.

3. If surv. children "18 but no surviving
 wife (or dep't husb) then for support
 of each child to age 18, 15% of
 wages; max: 66 2/3%.

Children of Vera Clemons

Name	Birth Year	Death Yr	Years from 4/2 to age 18	Times \$25 per w
Elaine	1932	1944	5-3	83.35
Eugene	1936	1944	9-11	112.50
Russell	1939	1944	13-0	155.75
				479.50
			Funeral	200
			Atty fee	400
				479.50

Cont

$$\begin{array}{r}
 550 \\
 275 \\
 \hline
 825 \\
 1275 \\
 \hline
 1830
 \end{array}
 \qquad
 \begin{array}{r}
 550 \\
 275 \\
 \hline
 825 \\
 1275 \\
 \hline
 1830
 \end{array}
 \qquad
 \begin{array}{r}
 143 \\
 13 \\
 \hline
 156 \\
 429 \\
 \hline
 585
 \end{array}$$

$$\begin{array}{r}
 4747 \\
 1790 \\
 \hline
 6537
 \end{array}
 \qquad
 \begin{array}{r}
 825 \\
 2175 \\
 \hline
 3000 \\
 1650 \\
 \hline
 4650 \\
 1790.25 \\
 \hline
 6440.25
 \end{array}
 \qquad
 \begin{array}{r}
 275 \\
 275 \\
 \hline
 550 \\
 1830 \\
 \hline
 2380 \\
 833.25 \\
 \hline
 3213.25
 \end{array}$$

At rate \$2.75 per week

	2/6	Aug 18	2/10		
Elaine	1-18-32	1-18-50	9-29-44	16yr 3m	833.2
Eugene	9-16-36	9-16-54	"	9yr 11m	1227.2
Lucille	9-30-39	9-30-57	"	13yr 0	1859
					<u>4119.5</u>

$$\begin{array}{r}
 4719.50 \\
 1790.25 \\
 \hline
 6509.75
 \end{array}$$

At rate \$4.175 per week

Elaine	1249.80
Eugene	2140.80
Lucille	2788.50
	<u>6179.10</u>

E. G. Haughton: Deft.

He never complained. No suggestion
of bad health. Until shortly
before resigned, said incapable
of doing job - too hard; but if could
make higher rate, would continue.

Fellow workers:

Wheeler partner, Elizabeth Luke, Walworth
does not work here now.

Elizabeth Donohue - still employed
Emma Bogart

No examination first two periods
No call at hospital after 1942 examinations
No xray: part of routine

Line of unit, ~~test~~ ^{test} ~~unit~~ ^{unit} ~~March~~ ^{March}
who reported Apr 8 patient examine
had cold, cough, aches & pains
shortness of breath.

Mobile xray unit not here during
period of her employment. ~~the~~
~~before~~

Workmen's Compensation Law

Death Benefits

§ 16. 1. Funeral expense to maximum of \$200.

2. If surv. wife (or dep't husb) + no children $\frac{1}{18}$ (or blind etc) — 30% average wages with two years comp'n in one year; if children $\frac{1}{18}$ (or blind etc), additional 10% of wages to age 18 (subject increase to 15% in case of remarriage of surv. parent; but max. of 66 2/3% of wages.

3. If surv. children $\frac{1}{18}$ but no surviving wife (or dep't husb) then for support of each child to age 18, 15% of wages; max. 66 2/3%.

Children of Vera Clemons

Name	Approx Year born	Parent's %	Years from birth to age 18	Times \$5.00 per w
Elaine	1932	1944	5-3	82.35
Eugene	1936	1944	9-11	100.00
Russell	1939	1944	13-00	155.50
				<u>437.85</u>
		Funeral		200
		Atty fee		400
				<u>4779.50</u>

1.1

~~275~~
~~550~~
~~1375~~
~~14200~~

~~550~~
~~3500~~
~~1100~~
~~103~~
~~858~~

~~143~~
~~13~~
~~429~~
~~143~~
~~1859~~

~~825~~
~~2175~~
~~5775~~
~~9225~~
~~1660~~
~~1790.25~~
~~825~~

~~275~~
~~63~~
~~2175~~
~~4160~~
~~1858~~
~~833.25~~

4747
 1790
 6537

At rate \$2.75 per week

	d/b	begin	end		
Clair	1-18-32	1-18-50	9-19-44	15 yrs 3m	833.25
Eugene	9-16-36	9-16-54	"	9 yrs 11m	1427.25
Lucille	9-30-39	9-30-57	"	13 yrs	1859
					4119.50

~~4719.50~~
~~1775~~
~~6509.75~~

At rate \$4.175 per week

Clair	1249.87
Eugene	2140.87
Lucille	2788.50
	6179.24

Daily Diary of Textile Dept:

V. Clemens

Dec 3, 1942 Assigned to Textile Dec 3, 1942
To work on #3 loom

1. At looms most of time.

Heat - none from looms. Very slight
heat from friction in twistors in summer
Humidity controlled - put in up
to 65% to keep dust down and
to make material work better.

1942-43:55 ^{now} { When above 65%_{humidity}, only because
whole atmosphere is up.

Thermostats set at 70° Windows
open most of year

Card room ^{1st} is center through
which air passes out of
building. Any fumes picked
up from other depts would
go to picker dept or card
room. Never 2nd floor loom
room.

Occasionally some odor in picker
room, placement from ~~from~~
semi-metallic dept. (solvents etc.)
Never 2nd floor.

^{100 ft cu ft min}
Exhausts are over the cards (1st floor)
No hoods 2nd fl. Small exhausts
(800 cu ft min) under A+B cards west end
2nd floor.

Exhaust system, heat the same 1942-3 & now

E G Houghton: Left.

Never complained. No suggestion
of bad health. Until shortly
before resigned, said incapable
of doing job - too hard; but if could
make higher rate, would continue.

Fellow workers:

Weaver partner, Elizabeth Luke, Walworth
does not work here now.

Elizabeth Donohue - still employed
Emma Bogart

No examination first two periods
No call at hospital after 1942 examination
No x-ray part of routine

Time of suit, ~~april~~ Nestitt called March
who reported Apr 8 patient examined
had cold, cough, aches & pains
shortness of breath.

Mobile x-ray unit not here during
period of her employment. ~~the~~
~~before~~