

MINUTES OF MEETING - ASSEMBLY COMMITTEE ON JUDICIARY, 55th Session
February 11, 1969

Meeting was called to order at 2:15 P.M. by Chairman Torvinen

PRESENT: Torvinen, Lowman, Kean, Swackhamer, Reid, Prince, Bryan, Schouweiler

ABSENT: Fry

MR. TORVINEN: This is the day appointed for our hearing on AB 147.

MR. HERMAN PHELPS: Las Vegas Employment Service: We have been here a number of times on this but we have never been able to do any good, no matter how hard we tried. I have been in this business for many years, since 1937, and we have never been able to get our rates up to more than 15%.

Many times we work with people for weeks before we can do them any good. Many times we work and work with them and can never do them any good. Our agency is for those who do not want to go through the state. Where they go to a private agency, they do have to pay for it. We give all types of services and test for all kinds of jobs. We have facilities where they can brush up on their typing and short-hand and so forth. When they come to us, they figure to pay for our services. We are not greedy. We just want enough so we can live and let live.

Prices have been going up each year. Our rent and electricity and everything has been going up, but not our fees. Each year the unions are taking over jobs that we have been handling. We used to handle nearly all the jobs in the hotels but we have lost almost all of them to the unions now. All these things have cut down on our profits. We have got to have more percentage in order to do a good job for these people. We are asking, no begging, for your help to get us at least 30%.

MR. ED WHITTAKER: American Employment Agency, Reno, Nevada: Going back into the history of employment agencies, at the beginning: At the turn of the century, the employment agencies evidently needed controls. In the early 1900's California and New York set up legislation for control. Nevada followed suit in 1919 with verbatim copies of the New York and California abstracts. From then on, there were only minor changes until 1947 when the 15% came into being. There have been no changes in 22 years.

We operate totally on accounts receivable and we find ourselves with above average losses on collection of fees. A cross-section of Nevada shows losses of 35 to 50%. Our income has remained level, yet our expenses have increased every year for the past 22 years.

It is recognized that we do fill an important need with our employment agencies, helping people to find jobs. The fees have risen steadily for this service in California. We are not asking for as much as they get. We feel that asking for 30% is not out of line. It is necessary to maintain the private employment industry in the State of Nevada. We would like to grow with Nevada.

MR. PHELPS: I have a letter here from Mr. Stanley P. Jones, our Labor Commissioner. I would like to pass it around.

MR. PRINCE: Question: Does the fee come out of the first month's wages, or is it pro-rated over several months?

MR. PHELPS: We specify the first month, but if they have hardships we go along with them and work out something. Nothing has ever been done in my business, as long as they come to me and tell me their circumstances.

MR. PRINCE: I imagine a lot of them are broke when they come to you.

MR. PHELPS: Yes, lots of them are, but a lot of employers will pay their fee for them.

MR. LOWMAN: Do you have figures to show what percentage surrounding states have?

MR. PHELPS: I have several here. (These were given to the secretary to be duplicated and included in the minutes.)

End of Hearing on AB 147.

MR. TORVINEN: I told the Nevada Library Association they could have 15 minutes today to give their comments on AB 70.

HAROLD MOREHOUSE: Representing Nevada Library Association: I work at the University of Nevada as Assistant Director of the Library.

Mr. Morehouse then read a prepared statement which will be found at the end of these minutes.

ROBERT ARMSTRONG: I work in the Special Collection of books at the University of Nevada at Reno.

AB 70 does not specify who will do the censoring and the policing.

Mr. Armstrong's prepared statement is also at the end of these minutes.

MR. REID: Doesn't it make the parents' job easier if these books are not floating around?

MR. ARMSTRONG: I don't think so. Choice is the essence of responsibility.

MR. LOWMAN: Virtually nobody in the United States pets rattlesnakes. I presume it is because their parents have told them about rattlesnakes.

MR. ARMSTRONG: Are you thinking there is something snake-like in the literature you are legislating against?

We hope that by the time the Report comes in there will be some proof of the effect of so-called pornographic literature on minors and a better basis for the Legislature to draw laws. Right now there is no proof that there is any difference between this kind of activity

and any other kind of activity.

MR. LOWMAN: We have heard this same argument concerning the use of marijuana. We heard a great deal of this sort of argument, when the rank and file of people throughout the country feel this problem is self-evident. I would urge you to look at the material that was presented to us in evidence on this bill.

MR. KEAN: This is unimportant, but maybe you overlooked the fact that this reads "under 18" so we are talking about 17-year olds.

MR. ARMSTRONG: New York is 17, so they are talking about 16.

MR. SWACKHAMER: The problem is that this bill might put some burden on the retailer. I presume you are not here to offer proposed amendments, to take care of this sponsorship situation?

MR. ARMSTRONG: I propose that the whole bill be scrubbed. I think you will run into constitutional restraints if you pass it. You might keep it for two or three years.

MR. SWACKHAMER: An employer would have to hire one person just to go through all this stuff and that would be too expensive.

MR. SCHIARITO: I work in the Art Department at the University Of Nevada. Many of these art works deal with the human body.

MR. TORVINEN: The definition of "harmful to minors" would indicate to me that works of art showing a nude body would not be included in this.

MR. SCHIARITO: How do you know what goes through the mind of a teenage boy when he is looking at a Reubens?

MR. TORVINEN: I think your question is irrelevant.

MR. SCHOUWEILER: Who will define a work of art?

MR. TORVINEN: It would be excluded by the very definition.

MR. SCHIARITO: What is the definition? If I paint a nude and I do not happen to be in the Encyclopedia Britannica what am I? A pornographer or an artist?

MR. LOWMAN: Any law that is passed has to be interpreted. We don't know how it is going to be interpreted any more than you do, but we are attempting to do something here which we feel should be done.

MR. TORVINEN: As a lawyer, I recognize that what you are saying is that the application of the definition to any particular piece of material may be a difficult question. I do not doubt that. We recognize that the application is difficult. Making definitions to apply to every contingency is impossible. Unfortunately, this does lead to litigation. There are no answers. We are willing to listen.

You indicated that any kind of censorship of any material was not justified. It is against your personal feelings.

MR. ARMSTRONG: That is not what I said, but I won't deny it. It is true. This bill starts chopping up freedom. You are saying that these things are ok for people of a certain age, but maturity doesn't necessarily come with the calendar. This is a real problem that this bill can't take care of.

MR. TORVINEN: We have to have arbitrary age rules on a lot of things, such as voting, drivers' licenses.

MR. ARMSTRONG: If you pass this, you have opened another door. Mr. McKissick offered a bill this morning guaranteeing constitutional rights to children when they are arrested. Aren't you showing a basic distrust of children and their parents?

MR. BRYAN: Under Nevada law, a girl of 16 may marry, with her parents consent. This bill would prevent her from buying certain things.

MR. TORVINEN: We are getting off the subject and it is partly my fault.

MR. BRYAN: You are saying that a married woman of 16 in the State of Nevada, under this statute would be prohibited from buying anything which, vague as it may be, is described in Section 3?

MR. LOWMAN: She would also be prohibited from buying beer, wouldn't she? If we had the other statute that is coming, I would want this to be 16.

MR. TORVINEN: Any further comments? If not, we want to thank all of you for coming.

MR. MOREHOUSE: Thank you for letting us come.

MR. TORVINEN: I have amendments here which were prepared by Mr. Fry on AB 156. As I remember we were trying to make them equal.

MR. KEAN: How much time does the defendant have?

MR. BRYAN: I can't remember.

MR. TORVINEN: We will defer AB 156 and go to SB 10, so Mr. McDonald, who is here, can help us with it.

SB 10: Prohibits fees for recording certain federal tax liens.

MR. MCDONALD: This bill was prepared by the legislative counsel and referred to the Senate. It was proposed because of what followed your 1967 action. It came about because of the Internal Revenue people and the county recorders and their method of filing fees.

People would come in and record a lien. They might come back in weeks, months, or never to file a release. This was an attempt to work out a uniform filing fee, of \$6.00. This will handle all subsequent filings. In other words, the release was to be free. Many of the releases are never filed. The man dies, or something. So you passed a bill on those assertions. But the county recorders in Washoe and Clark County refused to apply this law to any liens filed previously.

I had a long correspondence with Mr. Bates of the Internal Revenue in

Reno about this. A hearing was requested and Mr. Bates and three deputies appeared. It was decided that with anything after 1967 releases were free. Anything before that the Internal Revenue was paying under protest.

To accelerate payments, they have worked out an agreement where the county recorders bill the Internal Revenue Service. This question came up in the Senate three or four days ago. They say if this bill is passed they won't attempt to collect any of this.

We could well afford to pass the bill and clear it up. Then it will say what we mean and nail the heel on the boot.

MR. REID: I move Do Pass SB 10.
MR. LOWMAN: I second the motion.
Motion carried unanimously.

SB 49: Authorizes town boards to enact vagrancy laws.

MR. MCDONALD: This refers to powers of town boards and it was my suggestion. You passed in 1967 a statute which outlined the powers of local governments. Your chairman can tell you about this. You passed a law saying vagrants will be fined and handled a certain way. At the time you also passed a law which allowed the creation of town boards. All this proposes to do is to give them the power to enact their own laws under this.

MR. BRYAN: Would they be allowed to keep the fines?

MR. MCDONALD: Yes. Local governing power takes precedence over the counties. They would have the power to enact a vagrancy ordinance.

MR. KEAN: I move Do Pass SB 49.
MR. LOWMAN: I second the motion.
Motion carried unanimously.

MR. TORVINEN: Dick, did you have the time to check the amendment to AB 156?

MR. BRYAN: Yes, and it is the one Mr. Fry proposed and it is OK. It could be more specific as to what information the district attorney is required to furnish, but I think it will do.

MR. SWACKHAMER: I think we should have this mimeographed so we could all read it instead of passing it around.

MR. BRYAN: Under the original bill, the defendant is required to give "alibi". This just requires the district attorney to give information discovered in this "alibi" defense. The object is if you are requiring the defendant to give information, the district attorney may not hold his testimony back.

Under our law now, the defendant may interject an "alibi" defense and the district attorney knows nothing of it until the defendant gets up to give testimony. Then the district attorney has to ask for time.

I think this is a very wise provision. When you do rely on an "alibi"

and the defendant knows of the witnesses that are going to contradict him, his attorney can get the defendant to reconsider, if in fact he is lying. The effect will be to take cases off the court calendar.

My only complaint is it doesn't get specific as to the information the district attorney must furnish to the defendant.

MR. KEAN: The defendant only has three days before court to do this.

MR. TORVINEN: It is only ten days before trial that the defendant has to make the first disclosure of "alibi". That leaves only seven days for the district attorney to investigate.

MR. SWACKHAMER: If the defense is not lying, he has no reason to need time.

MR. BRYAN: When the district attorney gives this information back, the attorney can go check it. He wouldn't have to conduct a broad investigation. There would be some specific people to check on.

MR. KEAN: I agree that it would take the district attorney seven days to dig out the information. The man may say he never heard of the defendant.

MR. REID: Maybe they are in it together.

MR. KEAN: There should be fair play on both sides.

MR. TORVINEN: I tend to go along on this other question - a written statement giving forth details of discovery, etc. I would suggest that be amended by change that would add "set forth names and addresses of any rebuttal witnesses".

MR. BRYAN: I would be happy to see that done. Would you like me to do it, in the absence of Mr. Fry?

MR. LOWMAN: I move Do Pass AB 156 with the suggested amendment.

MR. REID: Do you want to include the time factor?

MR. TORVINEN: What do you want to change it to?

MR. KEAN: Want them to be equal.

MR. REID: We don't need this to be equal. What do you think, Dick?

MR. BRYAN: I don't think so.

MR. REID: Keep in mind the defendant has had all the time between when he was accused and when he was tried in which to prepare his alibi.

MR. BRYAN: Why don't I bring back an amendment tomorrow giving more time to the defense and also concerning more specifics which Mr. Torvinen and I are interested in.

MR. REID: If we give equal time, the defendant would have to report 20 days before trial.

MR. BRYAN: The defendant has to notify that he is going to depend on an "alibi" witness.

MR. KEAN: I withdraw my suggestion about the equal time. One more question: Does that time involve week-ends?

MR. REID: If it is less than 5 days, it does involve week-ends.

MR. TORVINEN: You get to exempt non-judicial days when it is less than five days.

MR. REID: I second Mr. Lowman's motion to Do Pass AB 156 with amendment to page 1, line 2, to add "include names and addresses of any rebuttal witnesses".

MR. KEAN: Should we add a short statement as to what a rebuttal witness would be?

MR. BRYAN: He may not use a rebuttal witness. Should we eliminate the word "rebuttal"?

MR. REID: There could be an argument about that.

MR. TORVINEN: Ok. We will leave out the word "rebuttal". The key thing is to find out who and what they are.

MR. REID: If you can't find the witnesses, there are rules to protect the defendant.

On the vote, the motion to pass AB 156 carried unanimously.

AB 116: Includes vehicle theft within crime of grand larceny.

MR. TORVINEN: This is an alternative to the problem involved with motor vehicle theft, on which the amendment includes an amendment to NRS 205.240, which is petty larceny. It excludes portion 482.135. It excludes 205.271 and repeals 205.272 to 205.274 inclusive and adding 205.273 to 205.274 "owner means person having lawful use or control". It deletes statutory references to the old motor vehicle theft act which are being repealed.

MR. KEAN: That was rather hard to follow.

MR. BRYAN: 116 merely excludes from the grand larceny act automobiles. The taking of a vehicle over \$100 is in. The reason is to put automobiles in grand larceny and petty larceny. It was thought wrong for the district attorneys to have discretion to decide whether the theft was grand larceny, a felony, or petty larceny, a misdemeanor.

MR. KEAN: You would have to have the car appraised.

MR. BRYAN: You would have to have some testimony on that, yes.

MR. KEAN: What happened to the joy-riding statute?

MR. BRYAN: We have a statute on "tampering with an automobile" , - 111 which makes it a simple misdemeanor.

MR. TORVINEN: Section 3 deletes from definition of owner 272, 273 and 274.

MR. BRYAN: 274 stays in. I don't know why they have taken out 273. They should only delete 272. Wouldn't you think so, Roy?

MR. TORVINEN: We had better hold up on this until we find why the bill drafter wants to delete this.

MR. BRYAN: 273 and 274 are re-inserted, so we are OK. We only got rid of 272.

MR. KEAN: Then that is the joy-riding statute?

MR. BRYAN: Honestly, no. They have taken it out.

MR. REID: 272 is the law that was declared unconstitutional.

MR. TORVINEN: And it is being repealed.

MR. REID: I move Do Pass AB 116 as amended.

MR. BRYAN: I second the motion.

MR. KEAN: What protection does the kid have who takes a car around the block and then brings it back?

MR. REID: We still have the good sense of the officers and the district attorneys to rely on.

MR. BRYAN: If he took the car around the block then returned it, they would have a difficult time in convincing a jury that meant to deprive permanently. Any district attorney with any common sense would accept 205.274. It would not make a felon of him, this joy-ride.

MR. SWACKHAMER: What if a person takes a car and wrecks it and then says he meant to return it.

MR. REID: If he says that and has a good attorney, he will probably get off. That would be one of the facts of the case.

MR. BRYAN: In any type of case it would depend on what the jury believes the facts to be.

MR. REID: You can't be charged with more than one thing. The district attorney has to go for one or the other.

MR. BRYAN: In my experience, I think it would be hard to convince a jury that he was going to return the car. The State would have to show very little and the burden would shift to the defense.

Motion to Do Pass AB 116 carried unanimously.

MR. TORVINEN: I have a dental appointment in Reno at 4:15 and my vice chairman happens to be gone. We have no hearing scheduled for tomorrow.

Why don't we just wait and start at 2:00 tomorrow and go right through these?

MR. KEAN: Let's appoint someone else as temporary chairman and go on for awhile.

SB 9: Authorizes military chaplains to perform marriages in Nevada.

MR. REID: I move Do Pass SB 9.

MR. KEAN: I second the motion.

Motion carried unanimously.

AB 134: Makes certified mail the equivalent of registered mail for purposes of notice.

MR. KEAN: I move Do Pass AB 134.

Mr. REID: I second the motion.

Motion passed unanimously.

AT 3:40 P.M. Mr. Torvinen had to leave and Mr. Kean took over as temporary chairman.

MR. TORVINEN: Don't do anything about AB 99 and AB 147 without me.

SB 23: Includes state fire marshal and his deputies or assistants as peace officers.

MR. KEAN: We agree that any controversial bill we will put off.

MR. REID: This is not controversial.

MR. BRYAN: How many state fire marshals do we have?

MR. KEAN: One, and he said he would only ask for one person to help him. Typically, he is enlarging it. I would say this is somewhat controversial.

You have a fire and the owner of the business comes around. He has records he must save. The fire marshal will not let him go in there, so he stands around and watches his records being destroyed. The fire marshal will say "stay away" because he is a peace officer and can.

MR. SWACKHAMER: This is for the investigation of arson, but they can come into your home or your place of business. This fire marshal thing has been around here for years and finally they convinced us if we would appoint a fire marshal our insurance rates would go down. Instead they went up.

MR. BRYAN: Can we make a note to Roy concerning this?

MR. REID: The trouble with discussing this is that we don't get the other side.

MR. KEAN: All those in favor of a hearing raise your hand. The hearing was defeated.

MR. SWACKHAMER: I suggest we hold it over.

SB 115: Allows transcript of original docket of judgment to be recorded.

MR. SWACKHAMER: Unless someone can explain this pretty well, we had better get Russ in on it.

MR. KEAN: What is the difference between an original docket and an abstract?

MR. REID: We get most of our laws from other states and some of them abstract them. We don't have abstracts. It appears to me that this is just to make the law meaningful. This is something which, to my knowledge, we have not had.

MR. SWACKHAMER: We had this same thing on another bill and you explained it to us. I remember now.

MR. REID: We can get a transcript from the original document but could not get an abstract.

MR. KEAN: Would you please turn to page 2, line 14, and comment on that?

MR. REID: This is just making it so that a person can state that he has an interest in the property and he doesn't have to do it with a judgment. You can still have an interest in property without having either A or B.

MR. KEAN: The chair will entertain a motion on SB 115.

MR. REID: I move Do Pass SB 115.

MR. Prince: I second the motion.
Motion passed unanimously.

AB 137: Elucidates intent of statute prohibiting trespass.

MR. REID: As I understand it, the Trespass laws are some of the oldest ones on the book and this adds the word "building". It is a way to put meaning in a law.

MR. BRYAN: I am in favor, but it does have some sweeping implications.

MR. KEAN: This is the sit-down situation.

MR. BRYAN: This is a significant change of something that has always given me a lot of trouble. You always have the argument that you have not given enough notice, which is ridiculous.

MR. REID: I could not understand why my father, who is a miner, used to put out these crazy signs at the mines and so forth.

MR. PRINCE: It was a public building that we tried to pass last session.

MR. SWACKHAMER: Is this limited to private places?

MR. KEAN: I would vote Aye on it. I could not see anything wrong with the last one.

-11-

MR. SWACKHAMER: On the other act all we said was that people would have to leave on request of the custodian. 117
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MR. BRYAN: I think you are dealing with the right of public assembly. There was a case awhile ago where it was proper for police to interfere with affairs in a public building because they were interfering with the normal process.

MR. KEAN: We tried to keep people from assembling at 5:00.

MR. PRINCE: I move Do Pass AB 137.

MR. BRYAN: I second the motion.

Motion passed unanimously.

AB 143: Includes certain businesses in bulk transfers within Uniform Commercial Code.

MR. KEAN: Explanation: The normal assumption is that restaurants have nothing on hand but perishable goods. I have had numerous requests to change this, and that is where the bill came from. Taking inventory on a bar is no small job. They are asking me on their hands and knees to please change this.

I believe all you have to do is advise your creditors you are going to sell.

MR. REID: I believe that Clark County still includes something comparabl

MR. PRINCE: When I leased my place, my attorney advised me to write to everybody we had been doing business with and advise them of it.

MR. KEAN: You can't sell your business unless you pay all your bills. You can't sell a bar and walk off with all the booze without notifying your creditors. It is my memory that you do not have to take inventory. This is under the Uniform Code.

MR. SWACKHAMER: How could you sell a business without taking inventory?

MR. REID: It can be done and is done.

MR. BRYAN: Shall we go over this Commercial Code. Article 6. Added language is "bar, restaurant or cocktail lounge".

MR. SWACKHAMER: I can see what you are getting at with restaurants, but it is hard to see it with bars.

MR. BRYAN: The reason we have adopted the Uniform Commercial Code is to make things the same throughout the United States. When you add exceptions to a Uniform Act it is no longer a Uniform Act. If all the states did this, it would no longer be a Uniform Commercial Code.

MR. KEAN: California deviates so far from the Commercial Code that all you have to do to sell is advertise in any newspaper. The problem in Reno is that the Lake Tahoe thing is seasonal and a man can accumulate a large stock and take it with him. He advertised it in Auburn and nobody reads that paper. Don't rely on the Uniform Code in California because it is a rough one. I don't know why they did not make it uniform.

MR. BRYAN: I would not oppose this.

MR. SWACKHAMER: If all the other states are amending it, there we go again.

It is a little difficult for me to follow this for a bar. Can't see where it would be a direct inclusion.

MR. KEAN: The bar is one of the biggest offenders. The value of their stock can be very high. The Mapes Hotel, for instance, could have a \$40,000 stock of liquor.

MR. REID: I move Do Pass AB 143.

MR. BRYAN: Could we make a distinction? If he had package store he would be covered.

MR. KEAN: Every hotel on the Strip is responsible to this act. Imagine the magnitude of this thing. There are several letters from Las Vegas on this issue. I have several letters on this bill from Las Vegas alone.

MR. SWACKHAMER: If we are going to deviate from the uniform, we might as well deviate really good and include all these things.

MR. BRYAN: I think there is probably a legitimate reason for this.

MR. REID: I move Do Pass AB 143.

MR. PRINCE: I second the motion.
Motion passed unanimously.

MR. KEAN: If it eases your conscience, I was on the committee that studied the Uniform Code and it is not very uniform.

MR. SWACKHAMER: I move we adjourn.

MR. PRINCE: I second the motion.
Motion carried unanimously.

Meeting was adjourned at 4:10 P.M.

The prime concern of an employment agency is to match applicants as closely as possible with the qualifications employers have given us in their job listings. When we take job listings from the employers, we know exactly what they want, and in this manner, confusion and time waste are avoided for the employers.

In most cases, the employment agency fee is paid by the person seeking employment.

Applicants are tested, screened, and proved by different types of tests to fully qualify for various types of positions. In the event the agency does not have a job listing for any particular type of applicant, numerous telephone calls are then made to employers in an effort to obtain employment for the individual. Sometimes this involves as high as 20 or 25 calls or even more. The average telephone calls per applicant usually runs in the neighborhood of 10 to 15 calls; this includes making appointments with the employers, calling the applicant back and any other calls necessary for the job placement. In case the applicant does not have a telephone, a messenger is sent out to inform him of his appointment.

After the person is placed, a check is made with either the employee or the employer as to the starting date and the salary which has been agreed upon. The next step is to make up an accounts receivable card and record the placement in the State Book. Next is the matter of collection which takes a good number of manpower hours.

At the end of each month, a report is made up of the name, address and place of the job referral for each applicant applying for employment. This report also gives the salary and total fee charged for persons placed.

We, as members of the Nevada Association of Employment Agencies, feel we are performing a service to the employer by saving his valuable time and also the cost of screening and testing a future employee. The service we give to the applicant in finding him a position which is best suited to his qualifications, we feel makes him a much better citizen for our growing communities.

Amherst Employment Service, Inc. (Agency)

(FORMERLY BAILEY EMPLOYMENT SERVICE)

Executive - Technical - Commercial

82 N. BROADWAY

HICKSVILLE, NEW YORK 11801

GE 3-7610

123

We offer our services to you on the following terms and conditions: YOU ARE REQUIRED BY LAW TO SIGN A CONTRACT

For any employment you accept through our direct aid our service charge to you, based upon New York State Law, will be as follows:

Fee ceiling:

- (1) Class "A" - domestics, household employees, unskilled or untrained manual workers and laborers, including agricultural workers;

The gross fee, including the deposit if any, shall not exceed, in percentage of the first full month's salary or wages, the following: where no meals or lodging are provided. . .10%; where one meal per working day is provided. . .12%; where two meals per working day are provided. . .14%; where three meals and lodging per work day is provided. . .18%; Where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period shorter than one month, the gross fee shall not exceed ten per cent, twelve per cent, fourteen per cent or eighteen per cent respectively of the salary or wages actually paid.

Class "A1" - non-professional trained or skilled industrial workers or mechanics;

The gross fee shall not exceed one week's wages where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period for ten weeks or more. Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than ten weeks, the gross fee shall not exceed ten per cent of the wages or salary actually received.

Class "B" - commercial, clerical, executive, administrative and professional employment, all employment outside the continental United States, and all other employment not included in classes "A", "A1", "C" and "D"; the gross fee shall not exceed, in percentage of the first full month's salary or wages, the following: where such first full month's salary or wages

is less than \$225	25%
at least \$225 but less than \$270	35%
at least \$270 but less than \$300	40%
at least \$300 but less than \$330	45%
at least \$330 but less than \$365	50%
at least \$365 but less than \$400	55%
at least \$400 or more	60%

TEMPORARY EMPLOYMENT: When all parties to the employment agreement understand and agree, at the time of employment, that it shall be for a period shorter than 4 months, our service charge shall be 50% of the foregoing applicable fee or 10% of the salary or wages you receive, whichever is less.

- (2) CONDITIONS ON FEE PAID POSITIONS: In the event that I accept employment where the employer has agreed to pay the fee, I understand that such payment is contingent on my reporting to work as agreed and my continuing such employment. In the event, however, that I do not report to work as agreed or I am discharged for cause or leave of my own accord, then and in any such event, I am obligated to pay said fee in accordance with paragraphs (one, three and four) of this contract, provided, however, that the employer is not obligated to pay the fee or has not paid the fee.
- (3) PAYABLE: Our fee is fully earned and due when you accept such offer of employment made by or on behalf of the employer but if such employment is within the Continental United States same may be paid in equal installments either on your first 3 paydays or during the first 6 weeks whichever period is shorter.
- (4) MODIFICATION: (a) If after you accept the employment you subsequently decide not to comply therewith and do not report for work, our fee shall be one-quarter of that outlined in Clause (1) unless you remain with your same employer in which case our fee shall be one-half of that outlined in Clause (1); (b) If the employment is terminated without your fault 10% of the salary or wages you receive; (c) If it is terminated under any other circumstances, 50% of the salary you receive, with the limit being the maximum fee outlined under Clause (1).
- (5) CONFIDENTIAL: All information you receive from us is solely for your use and benefit. It must not be divulged to any other person. Furthermore, you must not reveal to your present employer the fact that we accepted your voluntary application for our service or that we rendered such confidential service to you.
- (6) YOUR ACCEPTANCE:
I have read and hereby accept the terms and conditions outlined above. I agree to immediately notify this agency the result of the interview with the employer to which it directs me. I hereby acknowledge that I have received a copy of this agreement indicating the fee I am to pay for your service and a copy of Sections 185 and 186 of the General Business Law.

AGENCY SIGNATURE

Date Applicant Signature Soc. Sec. No.

Amherst Employment Service, Inc.

(FORMERLY BAILEY EMPLOYMENT SERVICE)

Executive - Technical - Commercial

82 N. BROADWAY

HICKSVILLE, NEW YORK 11801

GE 3-7610

GENERAL BUSINESS LAW, STATE OF NEW YORK

Section 185. FEES

1. Circumstances permitting fee. An employment agency shall not charge or accept a fee or other consideration unless in accordance with the terms of a written contract with a job applicant, except for class "A" and "A1" employment, and except after such agency has been responsible for referring such job applicant to an employer or such employer to a job applicant and where as a result thereof such job applicant has been employed by such employer. The maximum fees provided for herein for all types of placements or employment may be charged to the job applicant and a similar fee may be charged to the employer. The fees charged to employers by any licensed person conducting an employment agency for rendering services in connection with, or for providing employment in class "B", as hereinafter defined in subdivision four of this section where such employment is compensated for at the rate of not less than nine thousand dollars per annum, shall be determined by agreement between the employer and the employment agency. No fee shall be charged for the registration of applicants for employees or employment.

2. Size of fee; payment schedule. The gross fee charged to the job applicant and the gross fee charged to the employer each shall not exceed the amounts enumerated in the schedules set forth in this section, for any single employment or engagement, except as hereinabove provided; and such fees shall be subject to the provisions of section one hundred eighty-six of this article. Except as otherwise provided herein, an employment agency shall not require an employee, while employed in the continental United States, to pay any fee at a rate greater than in three equal installments each of which shall be payable at the end of each of the first three pay periods following his employment, or within a period of six weeks, whichever period is shorter.

3. Deposits, advance fees. Notwithstanding any other provisions of this section, an employment agency may not require a deposit or advance fee from any applicant except an applicant for class "A" or class "A1" employment, and only to the extent of the maximum fees hereinafter provided. Such deposit or advance fee shall be offset against any fee charged or accepted when such employment is obtained. Any excess above the lawful fee shall be returned without demand therefor, immediately after the employment agency has been notified that such employment has been obtained; and all of such deposit or advance fee shall be returned immediately upon demand therefor, if at the time of the demand such employment has not been obtained.

4. Types of employment. For the purpose of placing a ceiling over the fees charged by persons conducting employment agencies, types of employment shall be classified as follows:

Class "A" — Domestic, household employees, unskilled or untrained manual workers and laborers, including agricultural workers;

Class "A1" — non-professional trained or skilled industrial workers or mechanics;

Class "B" — commercial, clerical, executive, administrative and professional employment, all employment outside the continental United States, and all other employment not included in classes "A", "A1", "C" and "D";

Class "C" — theatrical engagements; Class "D" — nursing engagements, as defined in article one hundred and thirty-nine of the education law.

5. Fee ceiling: For a placement in class "A" employment the gross fee, including the deposit if any, shall not exceed, in percentage of the first full month's salary or wages, the following:

where no meals or lodging are provided	10%
where one meal per working day is provided	12%
where two meals per working day are provided	14%
where three meals and lodging per working day are provided	18%

Where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period shorter than one month, the gross fee shall not exceed ten per cent, twelve per cent, fourteen per cent or eighteen per cent respectively of the salary or wages actually paid.

6. Fee ceiling: For a placement in Class "A1" employment the gross fee shall not exceed one week's wages where all parties to the employment agreement understand or agree at the time the employment is entered into that it shall be for a period for ten weeks or more. Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than ten weeks, the gross fee shall not exceed ten per cent of the wages or salary actually received.

7. Fee ceiling: For a placement in Class "B" employment the gross fee shall not exceed, in percentage of the first full month's salary or wages, the following:

where such first full month's salary or wages is less than \$225	25%
at least \$225 but less than \$270	33%
at least \$270 but less than \$300	40%
at least \$300 but less than \$330	45%
at least \$330 but less than \$365	50%
at least \$365 but less than \$400	55%
at least \$400 or more	60%

Provided however, that where the placement is for employment in which the applicant will be paid on a straight commission basis or on the basis of a drawing account plus commissions, the gross fee shall be based on percentages in the above schedule applied to an amount equivalent to one-twelfth of the estimated first year's earnings, as estimated by the employer. Where all parties to the employment contract agree and understand at the time the employment contract is entered into that it shall be for a period shorter than four months the gross fee shall not exceed fifty per cent of the fee prescribed in the schedule in this subdivision or ten per cent of the wages or salary actually received, whichever is less.

8. Fee ceiling: For a placement in class "C" employment the gross fee shall not exceed, for a single engagement, ten per cent of the compensation payable to the applicant, except that for employment or engagements for orchestras, and for employment or engagements in the opera and concert fields, such fees shall not exceed twenty per cent of the compensation.

9. Fee ceiling: For a placement in class "D" employment the gross fee shall not exceed, for a single engagement, the following:

(1) for private nursing duty, five per cent of the salary or wages received each week through the first ten weeks of that engagement only, and such fee shall be due and payable at the end of each such week;

(2) for any other nursing duty, the amount of the first week's salary or wages unless the first year's computed salary or wages to be derived for at least one year's employment is twenty-five hundred dollars or more, in which event the gross fee shall not exceed, in percentage of such salary or wages, the following:

where such first year's salary or wages is	
at least \$2500 but less than \$3000	2 1/2%
at least \$3000 but less than \$3500	3%
at least \$3500 but less than \$4000	3 1/2%
at least \$4000 but less than \$4500	4%
at least \$4500 but less than \$5000	4 1/2%
\$5000 or more	5%

Section 186.

1. Excessive fee: Any employment agency which collects, receives or retains a fee or other payment contrary to or in excess of the provisions of this article, shall return the fee or the excess portion thereof within seven days after receiving a demand therefor.

2. Failure to report: If a job applicant accepts employment and thereafter fails to report for work, the gross fee charged to such applicant shall not exceed twenty-five per cent of the maximum fee allowed by section one hundred eighty-five of this article, provided however, if the applicant remains with his same employer, the fee shall not exceed fifty per cent. If a job applicant accepts employment and fails to report for work, no fee shall be charged to the employer.

3. Termination without employee's fault: If a job applicant accepts employment and reports for work, and thereafter such employment is terminated without fault of the employee, the gross fee charged to such employee and to the employer each shall not exceed ten per cent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article. However, if such employee is a domestic or household employee recruited from out of state the fee of the employer shall not exceed thirty-three and one-third per cent of the wages or salary actually earned.

4. Termination under all other circumstances: If a job applicant accepts employment and reports for work, and thereafter such employment is terminated under any other circumstances, the gross fee charged to such employee and the employer each shall not exceed fifty per cent of the salary or wages received by such employee, and in no event shall such fee exceed the maximum fee allowed by section one hundred eighty-five of this article.

SAN JOAQUIN EMPLOYMENT AGENCY

28 EAST SHAW

FRESNO, CALIFORNIA 93726

TELEPHONE 227-5402

EMPLOYMENT CONTRACT AGREEMENT

I, the undersigned Applicant, hereby acknowledge the filing of my application with the above named Agency (hereinafter referred to as the Agency) and appoint the Agency as my agent to utilize all reasonable and accepted means and practices needed or required to assist me in securing employment. The professional services the Agency shall render me are subject to the provisions of this Contract Agreement.

The word "services" shall mean the referrals, introductions, information, counsel and assistance I receive from the Agency. The words "accept" and "acceptance" shall mean a mutual agreement between myself and an employer client of the Agency whereby I am to report for work on a specified date.

This contract does not obligate me to use the services of the Agency as they relate to a particular employer client, nor am I required to accept a position of employment offered me as the result of the services I receive from the Agency.

I agree to hold all information received regarding employment positions **STRICTLY CONFIDENTIAL**, and to promptly notify the Agency of the outcome of all interviews, whether or not resulting in my acceptance of a position; and to keep the Agency informed of my current address and telephone number at all times while my application is active.

I shall become legally obligated to pay the Agency a fee based on the Agency's fees and terms as outlined herein, when I accept a position resulting from the services rendered me by the Agency.

SCHEDULE OF FEES

All fees shall be determined on the basis of the Gross Compensation for said position and before any deductions are made for any cause or reason.

Permanent Positions: (Employment to be deemed permanent only if lasting beyond 90 days).

1. 30% of first month's gross if salary for first month is \$299.99 or less.
2. 40% of first month's gross if salary for first month is \$300.00 to \$399.99.
3. 50% of first month's gross if salary for first month is \$400.00 or over.
4. A discount of 10% of the placement fee will be allowed if I pay in full within 10 days of acceptance of this position.
5. The entire placement fee is to be paid within 45 days from starting date. One-third of fee to be paid my first pay period, one-third my second pay period and the balance on my third pay period. These terms apply for semi-monthly pay periods. Monthly pay period fees are due in full the first pay day. To determine the monthly salary when pay days are weekly, multiply the weekly salary by 4-1/3%. Weekly pay period fees are due each week as paid and must be paid in full within 6 weeks.
6. In case Board and/or Room and/or Laundry are/is included as part of the consideration of the position, I understand that each shall be valued in computing the fee as follows: Board \$60.00, Room \$30.00, Laundry \$5.00, House or Apartment \$65.00.

Temporary Positions: (Employment lasting 90 days or less, and which is understood to be temporary upon acceptance). Temporary fee in no case to exceed permanent fee schedule.

1. 15% of total amount earned, not to exceed the fee for permanent position.
2. 20% of gross earnings if I voluntarily leave a position, for cause or am discharged for misconduct involving drinking, dishonesty, antisemitism or immorality. Payment of the fee is due and payable at once. (Not to exceed fee for temporary position.)
3. If I lose a position within 90 days through inability to do the work or because of termination of my services by my employer, through no fault of my own, I agree to pay said Agency 15% of the compensation actually earned, in no case to exceed the fee for permanent employment.
4. If employment is terminated before the expiration of 91 days, and I have paid the fee in full, the Agency will immediately refund the difference between the amount paid and the temporary fee.

If the agency refers me to a position over the telephone, I shall immediately upon receipt thereof, sign and return, one copy of the Agency's contract form covering the particular referral.

Should the Agency send me for employment or interview, and I am offered and voluntarily accept from or through the same employer or company, a position other than the one specified; or if I should not be accepted or hired at the time of said interview but am later hired by the said employer or company within 60 days after my interview; I agree that the Agency shall be notified and entitled to its full fee for the position I do accept, and I hereby agree to so notify the Agency and to pay the fee in accordance with the terms of this contract.

After I accept a position of employment (permanent or temporary) resulting from the services rendered me by the Agency, it is further understood and agreed that: If I lose my position within 90 days because my services are terminated by my employer through no fault of my own, I shall pay the Agency's Temporary fee, based on the total compensation actually earned (in no case to exceed fee for permanent position). And that if I fail to report for work, voluntarily leave or terminate without just cause, or lose my position through my own fault, I shall pay the Agency the full fee on the same basis as though I had retained my position.

I agree to notify the Agency promptly of termination of my services for any cause whatsoever during the tenure of this contract.

Should legal action be instituted to collect any or all of a fee becoming due under this contract, I agree to pay reasonable Attorney's fees, including court costs and costs of collection.

I have read all the foregoing provisions and I accept them as a binding and legal agreement with the Agency. I hereby acknowledge the receipt of a signed copy of this Contract Agreement.

SIGN HERE _____ SOCIAL SECURITY NUMBER _____

ACCEPTED SAN JOAQUIN EMPLOYMENT AGENCY BY _____

SAN JOAQUIN EMPLOYMENT AGENCY

28 EAST SHAW • FRESNO, CALIFORNIA 93726

Telephone 227-5402

DATE.....

POSITION DESIRED

(1).....

(2).....

INSTRUCTIONS: Please print clearly.
Complete Information is to YOUR Advantage
It is CONFIDENTIAL

A satisfied client is our FIRST consideration

LAST NAME			FIRST		MIDDLE		ADDRESS—NUMBER, STREET, CITY				BUYING, OWN OR RENT		HOW LONG IN LOCAL AREA		RESIDENCE PHONE	
AGE	HEIGHT	WEIGHT	SINGLE MARRIED	DIVORCED SEPARATED	DEPENDENT CHILDREN		CITIZEN YES	BONDABLE YES NO		WHO REFERRED YOU TO US		U.S. MILITARY BRANCH		BUSINESS PHONE		
YEARS HIGH SCHOOL OR YEARS IN UNIVERSITY OR BUSINESS COLLEGE—NAME AND LOCATION							SCHOLASTIC AVERAGE A B C D (Circle One)		COURSES TAKEN				DEGREES		YR. GRAD.	
FORMER ADDRESS				LENGTH OF RESIDENCE		SPOUSE EMPLOYED AT				HOBBIES		PHYSICAL DEFECTS				
BANK ACCOUNT			BRANCH		Checking Savings		WILL YOU LEAVE CITY		LOCATION PREFERRED		OTHER INCOME		LEAST ACCEPTABLE SALARY			
NAME, ADDRESS & PHONE No. OF APPL. PARENTS (IN U.S.A.)							NAME, ADDRESS & PHONE No. OF PERSON TO BE NOTIFIED IN AN EMERGENCY									
1.							2.									
NAME, ADDRESS OF A CREDIT REFERENCE (Local Preferred)							DRIVER'S LICENSE NUMBER		AUTO—MAKE & YEAR		AUTO LICENSE NUMBER					

CHECK ONCE (✓) AFTER OCCUPATION IN WHICH YOU HAVE BEEN EDUCATED				CHECK TWICE (✓✓) IF EXPERIENCED		CHECK THREE TIMES (✓✓✓) IF SPECIALLY SKILLED	
CONTROLLER	COST CLERK	COMPTOMETER	BILLING MACHINE	PERSONNEL MANAGER	MECHANICAL Designer	STRUCTURAL ENGINEER	PRODUCTION CONTROL
ACCOUNTANT	TIMEKEEPER	CALCULATORS	KEY PUNCH	PERSONNEL Interviewer	MECH. DRAFTSMAN	STRUCTURAL Draftsman	MATERIAL CONTROL
COST ACCOUNTANT	STENOGRAPHER	ADDING MACHINE	FILE CLERK	PURCHASING AGENT	CHEMIST—RESEARCH	METALLURGIST	INDUSTRIAL ENGINEER
TAX ACCOUNTANT	SHORTHAND SPEED	MACHINE BKPR.	KARDEX CLERK	BUYER	CHEMIST—ANALYTICAL	ARCHITECT	SAFETY ENGINEER
BOOKKEEPER, Full Chg.	STENO TYPE SPEED	NCR NO.	STOCK RECORD CLERK	WAREHOUSEMAN	ELECTRICAL ENGINEER	ARCH. DESIGNER	MASTER MECHANIC
BOOKKEEPER, Assistant	TYPIST SPEED	IBM MACHINES	STOCK CLERK	SHIPPING-REC. CLK.	ELECT. DRAFTSMAN	ARCH. DRAFTSMAN	MAINTENANCE ENGR.
CASHIER	TYPIST—BILLER	ADDRESSING MACHINE	CLERK—INVENTORY	INSURANCE ADJUSTER	ELECTRONIC ENG.	TOPOG. DRAFTSMAN	SHOP SUPT. FOREMAN
CREDIT MANAGER	TYPIST—STATISTICAL	TELETYPE	ORDER CLERK	INSURANCE CLERK	CIVIL ENGINEER	ESTIMATOR—OF?	PLANT MANAGER
CREDIT CLERK	TYPIST—ELECTRIC	P.B.X. Cord or Cordless	WINDOW TRIMMER	INS. UNDERWRITER	TRANSITMAN RODMAN	PIPING DRAFTSMAN	
COLLECTOR, Skip Tracer	GOOD AT FIGURES	MULTIGRAPH	CARD WRITER	INS. POLICY WRITER	PETROLEUM ENGINEER	SALES ENGINEER	
PAYROLL CLERK	DICTAPHONE EDIPH.	MIMEOGRAPH	SALESMAN	MECHANICAL Engineer	GEOLOGIST	PRODUCTION Manager	

GIVE COMPLETE RECORD OF EXPERIENCE—STARTING WITH LAST POSITION

MONTH AND YEAR	FIRM NAME AND ADDRESS INCLUDE STREET NO. & CITY	KIND OF BUSINESS	NAME AND TITLE OF IMMEDIATE SUPERVISOR	POSITIONS HELD OR TYPE OF WORK YOU DID	SALARIES YOU RECEIVED	REASON FOR LEAVING
FROM 19					FROM \$	
TO 19					TO \$	
FROM 19					FROM \$	
TO 19					TO \$	
FROM 19					FROM \$	
TO 19					TO \$	
FROM 19					FROM \$	
TO 19					TO \$	

DATE	REFERRED TO	RESULT	PLACED POSITION	STARTS PAY PERIOD	\$ PER FEE
			TERMS		

APPLICANT CONTRACT
READ THE CONTRACT BEFORE SIGNING

In signing it is understood that I assume no financial obligation unless I accept a position made available through THE MARLAN WAY, hereinafter called THE AGENCY.

I hereby request the service of THE AGENCY to assist in securing a position. For any position obtained for and accepted by me, through the efforts of THE AGENCY, I hereby promise to pay for their services as follows: A fee not to exceed forty percent (40%) of the first month's agreed earnings when such agreed earnings do not exceed the sum of Seven Hundred and Fifty Dollars (\$750.00) per month. For positions with agreed gross earnings in excess of the sum of Seven Hundred Fifty Dollars (\$750.00) per month a fee as follows:

\$ 9,000.01 to \$ 9,999.99	10%	of first year's agreed gross earnings
10,000.00 to 10,999.99	11%	" " " " "
11,000.00 to 11,999.99	12%	" " " " "
12,000.00 to 12,999.99	13%	" " " " "
13,000.00 to 13,999.99	14%	" " " " "
14,000.00 to 19,999.99	15%	" " " " "
20,000.00 and over	20%	of first year's agreed gross earnings

On sales placements, predicated by management practice on any combination of salary, draw, bonus or commission, the Employer, Applicant and Agency shall agree on a reasonable estimate of such total compensation for purpose of figuring fee.

Terms: One-half of service charge on acceptance of position and the balance within thirty days of going to work. If I accept a temporary position which becomes permanent, balance of service charge becomes due in full.

DEFINITIONS

ACCEPTANCE OF POSITION - Mutual Agreement between new employer and applicant as to terms and con-

ditions of employment, including starting date. I agree to report my acceptance within 24 hours to the office of THE AGENCY.

PERMANENT EMPLOYMENT - Employment for a duration of 30 calendar days or over.

TEMPORARY EMPLOYMENT - Is one understood to be temporary at the time of accepting employment or one with a duration of less than 30 calendar days. The fee for Temporary Employment shall be 10% of the total gross earnings received, payable when and as earnings are received, but in no event shall the total amount exceed the fee for Permanent Employment.

EMPLOYMENT AGENCY FEES ARE TAX DEDUCTIBLE.

PERMANENT EMPLOYMENT THAT PROVES TO BE TEMPORARY - (That of a duration of less than 30 calendar days) shall be 10% of actual total gross earnings received during the period of employment. The difference, if any, between the amount of the fee paid and 10% of gross earnings received, to be refunded by Agency to Applicant upon notification.

Should I voluntarily leave a position secured for me through the efforts of THE AGENCY, I agree to pay the full fee. Should my current employer increase my salary retaining my services as a result of negotiations through THE MARLAN WAY, I Agree to pay one-half of the regular fee to THE AGENCY.

The Applicant hereby expressly stipulates that in the event he or she fails or neglects to pay to THE AGENCY the fee as agreed in accordance with the schedule of rates set forth herein, THE AGENCY is expressly authorized to submit this agreement as an assignment on the Applicant's wages, salary or pay, and the employer is

authorized by the Applicant to pay the same to THE AGENCY on demand, without liability to the employer.

CONDITIONS ON FEE PAID POSITIONS - In the event that I accept employment where the employer has agreed to pay the fee, I understand that such payment is contingent on my reporting to work as agreed and my continuing such employment. In the event, however, that I do not report to work as agreed or I am discharged for cause or leave on my own accord, then and in any such event, I am obligated to pay said fee in accordance with the above fee schedule.

CONFIDENTIAL - All information I receive from THE AGENCY is solely for my own use and benefit. It must not be divulged to any other person. If any prospective employer, to whom I have been referred by THE AGENCY should refer me to some other firm, employee, or position or regardless of whether the position finally accepted is the same position referred to in my interview with THE AGENCY, it shall be deemed that such employment will be due to the efforts of THE AGENCY, and I agree to pay said placement fee described above.

YOUR ACCEPTANCE - In signing it is understood that I ASSUME NO FINANCIAL obligation unless I accept a position made available by, through, or as a result of information obtained as a result of contact with THE AGENCY. I have read and hereby accept the terms and conditions outlined above. I agree to immediately notify THE AGENCY the results of the interview with the employer to which it directs me. I hereby acknowledge that I have received a copy of this agreement indicating the fee I am to pay for your service. If I should receive employment at any time, within twelve (12) months from date of referral, from any person or firm to whom THE AGENCY has referred me, such employment shall be considered as due to its efforts and I agree to pay the full commission herein stipulated.

[illegible]

THE MANLAN WAY

PLEASE FILL OUT IN DETAIL

PLEASE READ AND SIGN REVERSE SIDE

NAME				HOME PHONE		POSITION DESIRED				DATE	
STREET ADDRESS				EMERGENCY PHONE		SECOND DESIRED					
CITY				BUSINESS PHONE		SALARY DESIRED				LEAST ACCEPTABLE	
AGE	HEIGHT	WEIGHT	MARRIED	SINGLE	ENGAGED	DIV. - SEP.	CHILDREN	APARTMENT	HOUSE	DRIV. LIC. NO.	
CAR - YEAR - MAKE		LOCATION DESIRED		CITIZEN	PHYSICAL DISABILITIES	TRAVEL?		WILL YOU RELOCATE?		SOCIAL SECURITY NUMBER	

LAST PLACE OF EMPLOYMENT

WHAT EMPLOYMENT SERVICE HAVE YOU APPLIED TO. PLEASE LIST

TO WHAT COMPANIES HAVE YOU MADE APPLICATION?

STENO		MEDICAL SECRETARY		DOCTOR		COMPTOMETER OPR.		PLEASE LIST EXPERIENCE IN EACH BLANK CHECKED	
SECRETARY		CREDIT CLERK		C.P.A.		COOK			
TYPIST		CREDIT MANAGER		AVIATION		MOTEL - MANAGEMENT			
BOOKKEEPER		DENTAL TRAINEE		PUNCH PRESS OPR.		BODY MAN			
ACCOUNT. W/DEGREE		CASHIER		TRUCK DRIVER		APARTMENT - MGT.			
FULL CHARGE BOOKKP'G		SHEET & METAL MAN		PLUMBER		ADVERTISING			
REGISTERED NURSE		FILE CLERK		MECHANIC - CAR, TRUCK		REAL ESTATE			
L.V.N.		MAIL CLERK		UNDERWRITER		LAB TECH. W/DEGREE			
MAID		MECH. ENGINEER		WELDER		PHARMACIST			
NURSE'S AID		KEYPUNCH OPERATOR		PARTS MAN		PROGRAMMER			
SALES		CIVIL ENGINEER		WAREHOUSE FOREMAN		CARPENTER			
RECEPTIONIST		SALES TRAINEE		RETAIL SALES		STATION ATTENDANT			
DRAFTMAN		PETROLEUM ENGINEER		PAYROLL CLERK		SHIPPING CLERK			
ARTIST - FREELANCE		FINANCE		TELEPHONE OPERATOR		SHOP TRAINEE			
ARTIST - COMMERCIAL		CHEMICAL ENGINEER		GENERAL OFFICE		SECURITY GUARD			
TELETYPE - WHAT KIND?		BANKING		SYSTEMS ENGINEER		LINEN SERVICE			
MACHINE BOOKKEEPING		INSURANCE ADJUSTOR		ANALYST		ROUTE SALESMAN			
ACCOUNTING CLERK		LAWYER		TEACHER W/DEGREE		RESEARCH TECH.			

APP CS	NOTES	PLEASE DO NOT USE THIS SPACE	
		EXCELLENT	REMARKS
		GOOD	
		FAIR	
		POOR	

READ THE CONTRACT BEFORE SIGNING

In signing it is understood that I assume no financial obligation unless I accept a position made available through THE MARLAN WAY, hereinafter called THE AGENCY.

I hereby request the service of THE AGENCY to assist in securing a position. For any position obtained for and accepted by me, through the efforts of THE AGENCY, I hereby promise to pay for their services as follows: A fee not to exceed forty percent (40%) of the first month's agreed earnings when such agreed earnings do not exceed the sum of Seven Hundred and Fifty Dollars (\$750.00) per month. For positions with agreed gross earnings in excess of the sum of Seven Hundred Fifty Dollars (\$750.00) per month a fee as follows:

\$ 9,000.01 to \$ 9,999.99	10%	of first year's agreed gross earnings
10,000.00 to 10,999.99	11%	" " " " "
11,000.00 to 11,999.99	12%	" " " " "
12,000.00 to 12,999.99	13%	" " " " "
13,000.00 to 13,999.99	14%	" " " " "
14,000.00 to 14,999.99	15%	" " " " "
20,000.00 and over	20%	of first year's agreed gross earnings

On sales placements, predicated by management practice on any combination of salary, draw, bonus or commission, the Employer, Applicant and Agency shall agree on a reasonable estimate of such total compensation for purpose of figuring fee.

Terms: One-half of service charge on acceptance of position and the balance within thirty days of going to work. If I accept a temporary position which becomes permanent, balance of service charge becomes due in full.

DEFINITIONS

ACCEPTANCE OF POSITION - Mutual Agreement between new employer and applicant as to terms and con-

ditions of employment, including starting date. I agree to report my acceptance within 24 hours to the office of THE AGENCY.

PERMANENT EMPLOYMENT - Employment for a duration of 30 calendar days or over.

TEMPORARY EMPLOYMENT - Is one understood to be temporary at the time of accepting employment or one with a duration of less than 30 calendar days. The fee for Temporary Employment shall be 10% of the total gross earnings received, payable when and as earnings are received, but in no event shall the total amount exceed the fee for Permanent Employment.

EMPLOYMENT AGENCY FEES ARE TAX DEDUCTIBLE.

PERMANENT EMPLOYMENT THAT PROVES TO BE TEMPORARY - (That of a duration of less than 30 calendar days) shall be 10% of actual total gross earnings received during the period of employment. The difference, if any, between the amount of the fee paid and 10% of gross earnings received, to be refunded by Agency to Applicant upon notification.

Should I voluntarily leave a position secured for me through the efforts of THE AGENCY, I agree to pay the full fee. Should my current employer increase my salary retaining my services as a result of negotiations through THE MARLAN WAY*, I Agree to pay one-half of the regular fee to THE AGENCY.

The Applicant hereby expressly stipulates that in the event he or she fails or neglects to pay to THE AGENCY the fee as agreed in accordance with the schedule of rates set forth herein, THE AGENCY is expressly authorized to submit this agreement as an assignment on the Applicant's wages, salary or pay, and the employer is

authorized by the Applicant to pay the same to THE AGENCY on demand, without liability to the employer.

CONDITIONS ON FEE PAID POSITIONS - In the event that I accept employment where the employer has agreed to pay the fee, I understand that such payment is contingent on my reporting to work as agreed and my continuing such employment. In the event, however, that I do not report to work as agreed or I am discharged for cause or leave on my own accord, then and in any such event, I am obligated to pay said fee in accordance with the above fee schedule.

CONFIDENTIAL - All information I receive from THE AGENCY is solely for my own use and benefit. It must not be divulged to any other person. If any prospective employer, to whom I have been referred by THE AGENCY should refer me to some other firm, employee, or position or regardless of whether the position finally accepted is the same position referred to in my interview with THE AGENCY, it shall be deemed that such employment will be due to the efforts of THE AGENCY, and I agree to pay said placement fee described above.

YOUR ACCEPTANCE - In signing it is understood that I ASSUME NO FINANCIAL obligation unless I accept a position made available by, through, or as a result of information obtained as a result of contact with THE AGENCY. I have read and hereby accept the terms and conditions outlined above. I agree to immediately notify THE AGENCY the results of the interview with the employer to which it directs me. I hereby acknowledge that I have received a copy of this agreement indicating the fee I am to pay for your service. If I should receive employment at any time, within twelve (12) months from date of referral, from any person or firm to whom THE AGENCY has referred me, such employment shall be considered as due to its efforts and I agree to pay the full commission herein stipulated.

[illegible]

NEVADA LIBRARY ASSOCIATION

1 - 119

Statement on AB70, prohibiting exhibition and sale of obscene material to minors.

The Nevada Library Association, as well as the American Library Association and most librarians in general, has a dislike for any law or proposed law restricting access to books or magazines.

AB70, while evidently not aimed at libraries, does have the effect of causing a bookseller to have to consider each item in his stock, worry about whether it will meet the moral and ethical standards of the policeman on his beat, and segregate the items that might fail to meet the standards of this policeman, who is now called upon to play the role of literary critic and guardian of the morality of our childrens' reading material.

We feel that policemen have enough to do in carrying on their fight against crimes against person and property, and that censorship of ideas and the printed word is not their proper concern. Neither is it the concern of the State to tell us what our children may or may not purchase at the bookstore. It is the concern of parents, of teachers, of librarians, to lead our children into the world of books without the distraction of a temptingly forbidden catagory of materials proscribed by law.

Our children need a positive approach to reading, in a climate of freedom. Forbidding any group of materials is the ^{surest} ~~best~~ way to attract a juvenile's attention to it. Let's support our libraries and schools, and leave the book-censoring to the facists and communists, who have been ^{by} far the foremost exponents of this ~~notorious~~ ^{dubious} practice.

Harold H. Morehouse

President

Feb. 11, 1964

COMMITTEE MEMBERS

Roy L. Torvinen	R - Reno	ANSWERED LETTER
Bart Schouweiler	R - Reno	
Tom Kean	R - Reno	
Leslie Mac Fry	R - Reno	
Zelvin Lowman	R - Las Vegas	INTRODUCED BILL
Richard Bryan	D - Las Vegas	
Harry Reed	D - Las Vegas	ANSWERED LETTER
Rawson Prince	D - Ely	

P.L. 90-100, signed 3 Oct. 1967, creates a Commission on Obscenity and Pornography.

Among duties: (3) to study the effect of obscenity and pornography upon the public, and particularly minors, (emphasis added), and its relationship to crime and other antisocial behavior...

Report due: no later than 31 January 1970.
SINCE NO PROOF EXISTS OF A CAUSAL RELATIONSHIP BETWEEN THE EXPOSURE TO MATERIALS DEFINED IN AB70 AND CRIME AND OTHER ANTISOCIAL BEHAVIOR, ASK COMMITTEE TO DEFER ACTION UNTIL AFTER COMMISSION REPORTS NEXT YEAR.

AB70 does not define who is to be judge of what materials fit its definitions

(e.g., could a picture of people on a crowded bus be deemed offensive by an overzealous enforcement officer because it depicts "physical contact with a person's clothed ... buttocks...? Even more serious, could a bookseller be tried because an enforcement officer objected to such a book as Lady Chatterley's Lover or Ulysses, which has already been declared not to be obscene, because some of the proscribed elements in AB70 are present?)

New York law on which AB70 is based, which has been held to be constitutional in part (motion picture portions were not tested--only "girlie" magazines) by the U. S. Supreme Court, is based on a 17 years old age limit. Any proposed law (AB70) which raises that limit cannot be said to have received judicial review before the Court.

AB70 ignores differences in levels of maturation; it also intrudes upon the realm of the parent, who should properly have the role of guiding his children along the road to maturity and responsibility.

AB70 is inconsistent with attempts to lower the voting age (supported by Lowman), lower the legal age to drink beer, etc. Responsibility involves choices between socially acceptable and socially unacceptable behavior; a

responsible person does not willingly abrogate to the state his freedom of choice; therefore, AB70 would deny to youth one of the means to developing responsibility.

AB70 assumes that the human body and its natural functions are dirty. My children do not think so nor do I. AB70 would encourage them to think so, though.

AB70 shows a basic distrust of people, particularly young people, but also of their parents.