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N. Korytnikova

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Test book

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Author:

Korytnikova Natalya -Master of juridical science, Senior lecturer of the Department of Civil Law and Procedure

Reviewers:

Nurmagambetov Rashid – candidate of Law, Associate professor of the Department of Law KB ChelSU

Hakimova Gulnara – candidate of Law, Associate professor, Head of the Department of Civil law and Procedure

Siminin Yuriy - candidate of Law, Associate professor at the Department of Civil law and procedure

Korytnikova N.

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The "Labour law of the Republic of Kazakhstan" is a systematic course that covers the basics of the labour legislation of the Republic of Kazakhstan. The test book on the labor law of the Republic of Kazakhstan being the study guide, allows, firstly, to understand students, studying in a Law, basic provisions of the Labour code of the Republic of Kazakhstan at English, besides, as the study guide contains answers to the test, it can be used by students for preparation for control of knowledge of the labor law. Secondly, this study guide can be used by the teacher as the base for formation of test tasks during midpoint and final assessment. The tests are grouped in chapters and sections of the Labour code of the Republic of Kazakhstan.

The purpose of the test book is to help students to learn better, systematize and consolidate the material covered, acquire knowledge and skills necessary to make legally right decisions.

The "Labour law of the Republic of Kazakhstan". Test book is recommended for students, master' students and professors of law specialties at university

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Preface

Kazakhstan's transition towards a market economy in the early 1990s called for new approaches to the regulation of employment relations in the post-Soviet period in order to strike a balance between employers' interests and employees' rights in changed conditions. The adoption of the Law of the Republic of Kazakhstan about the labour in 1999 contributed to solving the issue only partly, as in reality it was passed as a compromise between different political forces and consists of both provisions which can be implemented in the new context of the market economy and restrictions inherited from the planned economy.

In 2007 the Kazakhstan employment legislation was codified. The result of this codification was the Labour Code of the Republic of Kazakhstan. The recent and ever-changing socio-economic conditions and the increasing complexity of the employer-employee relationship originating from globalization and technological progress called for the need to further develop Kazakhstan employment legislation, which resulted in substantial amendments made to the original Labour Code of the Republic of Kazakhstan in 2015, with the majority of its provisions being profoundly revised.

So, the study of the academic course "Labour Law of the Republic of Kazakhstan" should be based not only on educational and monographic literature, but, firstly, on the Labour Code of the Republic of Kazakhstan as well as law enforcement practice.

The test book on a labor law of the Republic of Kazakhstan being the study guide, allows, firstly, to help the law students to **muster** the basic provisions of the Labour code of the Republic of Kazakhstan and to consolidate the English law glossary, besides, as the study guide contains answers to test, it can be used by students for preparation for control of knowledge of a labor law. Secondly, this study guide can be used by the teacher as base for formation of test tasks as during midpoint and final assessment of acquisition of knowledge by students. This task is facilitated by the fact that tests are grouped in chapters and sections of the Labour code of the Republic of Kazakhstan.

The purpose of the test book is to help students to learn better, systematize and consolidate the material covered, acquire knowledge and skills necessary to make legally right decisions.

The test book is focused on the provisions of Labour code of the Republic of Kazakhstan.

Due to the tests included in the study guide a student will be able to learn to work with legal act, i.e. to understand the essence of law, understand the logical connection between the rules of law and know how to apply the abstract rule of law in practice.

The test book includes tests and answer keys for self-check to consolidate the material and prepare for the final assessment.

Topic 1 Concept, subject and method of labour law. Principles of a labour law of the Republic of Kazakhstan. Subjects of a labour law.

1.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the freedom of agreement;
- C) the inadmissibly of restriction of human and civil rights at work
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the inviolability of property

2.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the freedom of agreement;
- C) the freedom of labour
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the inviolability of property

3.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the prohibition of discrimination, forced labour and the worst forms of child labour
- C) the freedom of agreement;
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the inviolability of property

4.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the freedom of agreement;
- C) the inviolability of property
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the ensuring the right to working conditions meeting the safety and hygiene requirements

5.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the freedom of agreement;
- C) the priority of the life and health of the employee
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the inviolability of property

6.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the freedom of agreement;
- C) the inadmissibly of anybody's arbitrary interference into the private affairs

- D) ensuring the right to rest
- E) the inviolability of property

7.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the equality of rights and opportunities of employees
- C) the freedom of agreement;
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the inviolability of property

8.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the assistance of the state in strengthening and development of social partnership
- C) the freedom of agreement;
- D) the inadmissibly of anybody's arbitrary interference into the private affairs
- E) the inviolability of property

9.1 Find one of the branches principles of the Labour law:

- A) the recognizing the equality of participants in the relationship
- B) the freedom of agreement;
- C) the inadmissibly of anybody's arbitrary interference into the private affairs
- D) the state regulation of safety issues and labor protection
- E) the inviolability of property

10.1 The relations between the employee and the employer, arising from the rights and duties provided by labour legislation of the Republic of Kazakhstan, employment contract and collective agreement – ...

- A) relations, directly related to labour
- B) social partnership
- C) labour relations
- D) labour safety
- E) labour protection

11.1 The relations developing on the organization and management of labour, employment, professional training, retraining and skills development of employees, social partnership, collective contracts and agreements, participation of employees (workers' representatives) to establish labour conditions in the cases provided by the Labour Code, the resolution of labour disputes and the enforcement of labour legislation of the Republic of Kazakhstan – ...

- A) relations, directly related to labour
- B) social partnership
- C) labour relations
- D) labour safety
- E) labour protection

12.1 A system of relations between employees (employees' representatives), employers (representatives of employers), state bodies, aimed at harmonization of their interests in the regulation of labour relations and other relations directly related to them– ...

- A) relations, directly related to labour
- B) social partnership
- C) labour relations
- D) labour safety
- E) labour protection

13.1 The state of security of workers, provided by complex measures that exclude the impact of harmful and (or) safety hazards to workers in the workplace – ...

- A) relations, directly related to labour
- B) social partnership
- C) labour relations
- D) labour safety
- E) labour protection

14.1 The security system for health and safety at the workplace, which includes legal, social, economic, organizational, technical, sanitary and epidemiological, treatment and prevention, rehabilitation and other activities and means – ...

- A) relations, directly related to labour
- B) social partnership
- C) labour relations
- D) labour safety
- E) labour protection

15.1 Find the mistake. In accordance with the it.1 art.8 of Labour Code of the RK the subject of labour law includes 4 types of relations:

- A) relations, directly related to labour
- B) social partnership
- C) labour relations
- D) labour safety and protection relations
- E) the procedure of state registration of civil status

16.1 Any work or service, which is required from any person under the menace of any penalty and for which the said person has not offered himself voluntarily – ...

- A) relations, directly related to labour
- B) forced labour
- C) labour
- D) labour safety
- E) labour protection

17.1 A human activity, aimed at creating material, spiritual and other values that are necessary for life and the needs of man and society – ...

- A) labour
- B) social partnership
- C) relations, directly related to labour
- D) labour safety
- E) labour protection

18.1 Everyone has the right to choose the work freely or agree freely to the work without any kind of discrimination and force to it, the right to dispose of their abilities to work, choose a profession and occupation

- A) the freedom of labour
- B) the prohibition of discrimination, forced labour and the worst forms of child labour
- C) ensuring the right to working conditions meeting the safety and hygiene requirements
- D) the priority of the life and health of the employee
- E) the equality of rights and opportunities of employees

19.1 Nobody shall be subjected to discrimination in the implementation of labour rights according to gender, age, disability, race, nationality, language, material, social and official status, place of residence, religion, political opinion, membership of a tribe or caste, to voluntary organizations

- A) the freedom of labour
- B) the prohibition of discrimination, forced labour and the worst forms of child labour
- C) ensuring the right to working conditions meeting the safety and hygiene requirements
- D) the priority of the life and health of the employee
- E) the equality of rights and opportunities of employees

20.1 A system of relations between employees (employees' representatives), employers (representatives of employers), state bodies, aimed at harmonization of their interests in the regulation of labour relations and other relations directly related to them– ...

- A) upon the request of the employer
- B) under the court sentence
- C) against the backdrop of a financial crisis
- D) against the backdrop of a troubled political circumstances
- E) under the court decision

21.1 A system of relations between employees (employees' representatives), employers (representatives of employers), state bodies, aimed at harmonization of

their interests in the regulation of labour relations and other relations directly related to them– ...

- A) upon the request of the employer
- B) against the backdrop of a state of martial law
- C) against the backdrop of a financial crisis
- D) against the backdrop of a troubled political circumstances
- E) under the court decision

22.1 A system of relations between employees (employees' representatives), employers (representatives of employers), state bodies, aimed at harmonization of their interests in the regulation of labour relations and other relations directly related to them– ...

- A) upon the request of the employer
- B) against the backdrop of an emergency state
- C) against the backdrop of a financial crisis
- D) against the backdrop of a troubled political circumstances
- E) under the court decision

23.1 Exception, preferences and limitations which are determined by.... are not considered as discrimination

- A) material, social and official status
- B) place of residence
- C) characteristic of this type of work
- D) gender
- E) race and nationality

24.1 Exception, preferences and limitations which are determined by.... are not considered as discrimination

- A) material, social and official status
- B) place of residence
- C) the special protection of the state of persons in need of social and legal protection
- D) gender
- E) race and nationality

25.1 In accordance with the laws of the Republic of Kazakhstan persons, who believe that they have been discriminated against in the workplace

- A) may apply to a court or other authority
- B) may apply to the state authorities, except a court
- C) may apply neither to a court nor to other authority
- D) may apply to a court only
- E) may apply to employer, who discriminated a person in the sphere of labour

26.1 In accordance with the Law of the Republic of Kazakhstan “On minimum social standards and their guaranties” one of the minimum social standard in the sphere of labour is:

- A) guarantees and compensation payments
- B) the minimum monthly wage
- C) retirement insurance
- D) health insurance
- E) the maximum monthly wage

27.1 In accordance with the Law of the Republic of Kazakhstan “On minimum social standards and their guaranties” one of the minimum social standard in the sphere of labour is:

- A) guarantees and compensation payments
- B) annual paid leave
- C) retirement insurance
- D) health insurance
- E) the maximum monthly wage

28.1 In accordance with the Law of the Republic of Kazakhstan “On minimum social standards and their guaranties” one of the minimum social standard in the sphere of labour is:

- A) guarantees and compensation payments
- B) length of the working day (working shift)
- C) retirement insurance
- D) health insurance
- E) the maximum monthly wage

29.1 Find the mistake. In accordance with the article 10 of the Labour Code of the Republic of Kazakhstan labour relations as well as other relations, directly related to employment are regulated:

- A) by an employment contract
- B) by an agreements of the parties of social partnership
- C) by an independent-work contract
- D) by a collective bargaining agreement
- E) by an act of the employer

30.1 Find the mistake. A period of time established by the Labour Code of the Republic of Kazakhstan, the employment contract or bargaining agreement, agreements, is determined by the calendar date, by expiration of a period of time, which is calculated in:

- A) hours
- B) days
- C) weeks
- D) months

E) years

31.1 The subjects of labour relations are:

- A) the employee and the employer
- B) the employee, employer and their representatives
- C) the employee, employer and their representatives and authorized state body for labour
- D) the employee, employer and their representatives, authorized state body for labour and parties of social partnership
- E) the employee, employer and their representatives, authorized state body for labour, parties of social partnership and conciliation commission

32.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code
- E) to establish the probationary period to the employee

33.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to establish the probationary period to the employee
- E) on the safety and protection of labour

34.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to receive complete and accurate information about the state of working conditions and labour protection
- E) to establish the probationary period to the employee

35.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to timely and full payment of wages in accordance with the conditions of labour and collective contracts
- E) to establish the probationary period to the employee

36.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to establish the probationary period to the employee
- E) to pay for downtime in accordance with the Labour Code

37.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) on the rest, including the annual paid leave
- E) to establish the probationary period to the employee

38.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to establish the probationary period to the employee
- E) for compensation for the damage caused to health in connection with the performance of duties

39.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to establish the probationary period to the employee
- E) on compulsory social insurance

40.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to establish the probationary period to the employee
- E) to guarantee and compensatory payments

41.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) to equal pay for equal work without discrimination
- E) to establish the probationary period to the employee

42.1 The employee has the right:

- A) to the freedom of choice in employment

- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) in the workplace, equipped in accordance with the requirements of security and safety

E) to establish the probationary period to the employee

43.1 The employee has the right:

- A) to the freedom of choice in employment
- B) to issue within its authority acts of the employer
- C) to compensation of damage caused to the employee in the performance of duties
- D) on the provision of means of individual and collective protection, special clothing
- E) to establish the probationary period to the employee

44.1 The employer has the right:

- A) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code
- B) to the freedom of choice in employment
- C) on the safety and protection of labour
- D) to guarantee and compensatory payments
- E) on compulsory social insurance

45.1 The employer has the right:

- A) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code
- B) to issue within its authority acts of the employer
- C) on the safety and protection of labour
- D) to guarantee and compensatory payments
- E) on compulsory social insurance

46.1 The employer has the right:

- A) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code
- B) to require employees to fulfill the conditions of labour and collective contracts, labour regulations and other acts of the employer
- C) on the safety and protection of labour
- D) to guarantee and compensatory payments
- E) on compulsory social insurance

47.1 The employer has the right:

- A) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code
- B) to impose disciplinary sanctions
- C) on the safety and protection of labour
- D) to guarantee and compensatory payments

E) on compulsory social insurance

48.1 The employer has the right:

A) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code

B) on the safety and protection of labour

C) to compensation of damage caused to the employee in the performance of duties

D) to guarantee and compensatory payments

E) on compulsory social insurance

49.1 The employer has the right:

A) to conclude, change, supplement and terminate the labour contract on the terms and conditions prescribed by the Labour Code

B) on the safety and protection of labour

C) to establish the probationary period to the employee

D) to guarantee and compensatory payments

E) on compulsory social insurance

50.1 The employee shall:

A) perform job duties in accordance with the labour and collective contracts, the acts of the employer

B) comply with the instructions of state labour inspectors

C) provide the employee with a job due to the employment contract

D) conclude in hiring the labour contracts with employees in the manner and under the conditions prescribed by the Labour Code

E) comply with the labour legislation of the Republic of Kazakhstan, agreements, collective, labour contracts and acts issued by them

51.1 The employee shall:

A) observe labour discipline

B) comply with the instructions of state labour inspectors

C) provide the employee with a job due to the employment contract

D) conclude in hiring the labour contracts with employees in the manner and under the conditions prescribed by the Labour Code

E) comply with the labour legislation of the Republic of Kazakhstan, agreements, collective, labour contracts and acts issued by them

52.1 The employee shall:

A) meet the requirements for safety and labour protection, fire safety and occupational health at the workplace

B) comply with the instructions of state labour inspectors

C) provide the employee with a job due to the employment contract

D) conclude in hiring the labour contracts with employees in the manner and under the conditions prescribed by the Labour Code

E) comply with the labour legislation of the Republic of Kazakhstan, agreements, collective, labour contracts and acts issued by them

53.1 The employee shall:

A) take care of the property of the employer and employees

B) comply with the instructions of state labour inspectors

C) provide the employee with a job due to the employment contract

D) conclude in hiring the labour contracts with employees in the manner and under the conditions prescribed by the Labour Code

E) comply with the labour legislation of the Republic of Kazakhstan, agreements, collective, labour contracts and acts issued by them

54.1 The employee shall:

A) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties

B) comply with the instructions of state labour inspectors

C) provide the employee with a job due to the employment contract

D) conclude in hiring the labour contracts with employees in the manner and under the conditions prescribed by the Labour Code

E) comply with the labour legislation of the Republic of Kazakhstan, agreements, collective, labour contracts and acts issued by them

55.1 The employer shall:

A) perform job duties in accordance with the labour and collective contracts, the acts of the employer

B) take care of the property of the employer and employees

C) comply with the labour legislation of the Republic of Kazakhstan, agreements, collective, labour contracts and acts issued by them

D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties

E) observe labour discipline

56.1 The employer shall:

A) perform job duties in accordance with the labour and collective contracts, the acts of the employer

B) take care of the property of the employer and employees

C) conclude in hiring the labour contracts with employees in the manner and under the conditions prescribed by the Labour Code

D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties

E) observe labour discipline

57.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) provide the employee with a job due to the employment contract
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) observe labour discipline

58.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) timely and fully pay the employee wages
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) observe labour discipline

59.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) introduce the employee with the internal regulations of the organization, other acts of the employer, directly related to the job (labour function) of the employee and the collective bargaining agreement
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) observe labour discipline

60.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) provide employees with working conditions in accordance with the labour legislation of the Republic of Kazakhstan, employment contract and collective bargaining agreement
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) observe labour discipline

61.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) provide employees with equipment, tools, technical documentation and other means necessary for the performance of job duties at their own expense
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) observe labour discipline

62.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) comply with the instructions of state labour inspectors
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) observe labour discipline

63.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) suspend work if its continuation poses a threat to the life and health of employees and other persons

64.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) carry out the compulsory social insurance for employees

65.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) provide the employee with an annual paid leave

66.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) ensure the safety and delivery to the State Archives of documents confirming the employee's work

67.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) warn employees about the harmful (particularly harmful) and (or) hazardous working conditions and the possibility of occupational disease;

68.1 The employer shall:

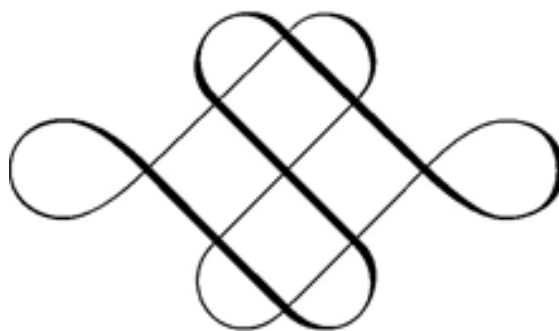
- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) take measures to prevent risks in the workplace and in industrial processes, carry out preventive work with the industrial, scientific and technological progress

69.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) compensate the damage caused to life and health of the employee, in the performance of labour (official) duties in accordance with the Labour Code and the legislation of the Republic of Kazakhstan

70.1 The employer shall:

- A) perform job duties in accordance with the labour and collective contracts, the acts of the employer
- B) take care of the property of the employer and employees
- C) observe labour discipline
- D) not disclose the information constituting the state secrets, official, commercial or other secrets protected by law, which became known to him (her) in connection with the performance of job duties
- E) insure employees against accidents in the performance of labour (official) duties



Topic 2 Employment contract

1.1 A written agreement between the employee and the employer, pursuant to which the employee agrees to personally perform a specific job (labour function), to comply with labour regulations and the employer shall provide the employee with a job due to the labour function, working conditions specified in the Labour Code, laws and other regulatory legal acts of the Republic of Kazakhstan, the collective contract, the employer acts and in a timely manner and in full pay the employee wage - ...:

- A) the act of the employer
- B) the collective bargain agreement;
- C) the employment contract
- D) the independent-work contract
- E) the paid services agreement

2.1 An individuals and (or) legal entities, authorized under the constituent documents or power of attorney to represent the interests of the employer or group of employers - ...:

- A representatives of employers
- B) representatives of employees;
- C) associations of employers
- D) associations of employees;
- E) authorized state body for labour

3.1 Orders, instructions, regulations, labour regulations issued by the employer - ...:

- A) the collective bargain agreement;
- B) the acts of the employer;
- C) the employment contract
- D) the independent-work contract
- E) the paid services agreement

4.1 A place of permanent or temporary stay of the employee in the performance of job duties in the process of labour activity - ...:

- A) employment placement
- B) labour function;
- C) workplace
- D) work schedule
- E) labour discipline

5.1 It cannot restrict the right to conclude an employment contract, except in cases provided in the Labour Code:

- A) marriage status
- B) the presence of children under the age of fourteen years
- C) lack of professional abilities and skills
- D) the presence of children under the age of three years
- E) lack of necessary education

6.1 It cannot restrict the right to conclude an employment contract, except in cases provided in the Labour Code:

- A) marriage status
- B) the presence of children under the age of fourteen years
- C) lack of professional abilities and skills
- D) pregnancy
- E) lack of necessary education

7.1 It cannot restrict the right to conclude an employment contract, except in cases provided in the Labour Code:

- A) marriage status
- B) the presence of children under the age of fourteen years
- C) lack of professional abilities and skills
- D) disability
- E) lack of necessary education

8.1 Conclusion of employment contract to perform the work, contraindicated for the person on the basis of a medical report :

- A) is allowed
- B) is prohibited
- C) is allowed with the consent of the employer
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

9.1 Conclusion of employment contract with the citizens under the age of eighteen on hard work, work in harmful (particularly harmful) and (or) hazardous working conditions:

- A) is allowed
- B) is prohibited
- C) is allowed with the consent of the employer
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

10.1 Conclusion of employment contract with the citizens under the age of eighteen for the position and work, requiring full financial responsibility of the employee for failure to preserve property and other assets of the employer:

- A) is allowed
- B) is prohibited
- C) is allowed with the consent of the employer
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

11.1 Conclusion of employment contract with the citizens, deprived of the right to hold certain positions or engage in certain activities in accordance with a court sentence, which took legal effect:

- A) is allowed
- B) is prohibited
- C) is allowed with the consent of the employer
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

12.1 Conclusion of employment contract with foreign and stateless persons, temporarily residing in the territory of the Republic of Kazakhstan before obtaining permission of the local executive body for involvement of foreign labour or with foreign worker for employment in the procedure established by the Government of the Republic of Kazakhstan or without the restrictions or limitations established by the laws of the Republic of Kazakhstan:

- A) is allowed
- B) is allowed with the consent of the employer
- C) is prohibited
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

13.1 Conclusion of employment contract with foreign students and trainees, temporarily residing in the territory of the Republic of Kazakhstan and are not submitting an official document from the educational organization, indicating the form of education or from the host organization for vocational training and (or) internship and residence permits for the purpose of education:

- A) is allowed
- B) is allowed with the consent of the employer
- C) is prohibited
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

14.1 Conclusion of employment contract with foreign and stateless persons, temporarily residing in the territory of the Republic of Kazakhstan and are not submitting a permit to enter and stay for family reunification and proof, recognized by the legislation of the Republic of Kazakhstan as a legal marriage to a citizen of the Republic of Kazakhstan:

- A) is allowed
- B) is allowed with the consent of the employer
- C) is prohibited
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

15.1 Conclusion of employment contract to perform work (services) in a household by one employer - individual simultaneously with more than five labour immigrants:

- A) is allowed
- B) is allowed with the consent of the employer
- C) is prohibited
- D) is allowed with the consent of the employee
- E) is allowed with the consent of the trade union

16.1 Distinctive features of the employment contract from other types of contracts are the presence of one of the following conditions:

- A) participation in the contract of employee's representatives
- B) receiving employee's bonus
- C) participation in the contract of employer's representatives
- D) social insurance conditions
- E) performance by the employee (labour function) of work under a certain qualification, profession, occupation or position

17.1 Distinctive features of the employment contract from other types of contracts are the presence of one of the following conditions:

- A) participation in the contract of employee's representatives
- B) receiving employee's bonus
- C) participation in the contract of employer's representatives
- D) social insurance conditions
- E) fulfillment of obligations personally, in compliance with the labour regulation

18.1 Distinctive features of the employment contract from other types of contracts are the presence of one of the following conditions:

- A) participation in the contract of employee's representatives
- B) receiving employee's bonus
- C) participation in the contract of employer's representatives
- D) social insurance conditions
- E) receiving the wages for labour by the employee

19.1 Find the mistake. The employment contract shall contain:

- A) details of the parties
- B) family status of employee
- C) labour function
- D) the place of performance of the work
- E) the term of the employment contract

20.1 Find the mistake. The employment contract shall contain:

- A) the rights and duties of the employee
- B) working time and rest time regime
- C) family status of employee

- D) amount and other conditions of payment for labour
- E) the description of the working conditions, guarantees and privileges, if the job is hard and (or) performs in harmful (particularly harmful) and (or) hazardous conditions

21.1 Find the mistake. The employment contract shall contain:

- A) the rights and duties of the employer
- B) family status of employee
- C) the procedure for amendment and termination of the labour contract
- D) the responsibility of the parties
- E) date of conclusion and contract number

22.1 Find the mistake. An employment contract may be concluded:

- A) during the performance of a certain work
- B) at the time of replacement of a temporarily absent employee
- C) at the time of the seasonal work
- D) for an indefinite period
- E) for a definite period no less than one month

23.1. An employment contract may be concluded for a definite period no less than:

- A) one year
- B) one years
- C) six months
- D) three months
- E) one month

24.1. As a general rule, an employment contract may be concluded with the citizens, who have reached the age of:

- A) twenty one
- B) eighteen
- C) sixteen
- D) fifteen
- E) fourteen

25.1. Documents, required for the conclusion of an employment contract:

- A) an identity card or a passport (birth certificate to persons that have not attained the age of sixteen), or an oralman's certificate, or a residence permit or certificate of the stateless person
- B) a copy of a document confirming registration at the place of residence;
- C) document confirming education, qualification, special knowledge or professional training at the conclusion of an employment contract for work that requires appropriate knowledge and skills
- D) proof of employment (for those with work experience)

E) document of passing the prior medical examination (for those who are obliged to undergo such an examination in accordance with the Labour Code and the laws of the Republic of Kazakhstan)

26.1. An employment contract shall be:

- A) in oral
- B) in writing at least in two copies
- C) in writing at least in three copies
- D) in writing at least in two copies certified by a notary
- E) in writing at least in two copies certified by a cancellation commission

27.1. A proposal to change the terms of the employment contract is served by a party of the employment contract in writing and considered by the other party within:

- A) five working days from the date of its submission
- B) seven working days from the date of its submission
- C) five running days from the date of its submission
- D) seven running days from the date of its submission
- E) three running days from the date of its submission

28.1. Find the mistake. The employment contract with the minor must be signed along with the minor by:

- A) one of the parents
- B) adoptive parent
- C) guardian
- D) custodian
- E) prosecutor

29.1 An employment contract may be concluded with the citizens, who have reached the age of, if they receive basic secondary, general secondary education in the organization of secondary education

- A) 16
- B) 18
- C) 15
- D) 14
- E) 21

30.1 An employment contract may be concluded with the students, who have reached the age of, to perform in their free time work, which is not harmful to health and does not disrupt the learning process

- A) 16
- B) 18
- C) 15
- D) 14
- E) 21

31.1 Find the mistake. The document confirming the employee's labour activity can be any of the following:

- A) employment record book
- B) employment contract with the stamp of the employer about the date and the basis of its termination
- C) statements of the acts of the employer, confirming the origin and termination of labour relations on the basis of the conclusion and termination of the employment contract
- D) statements of the acts of the conciliation commission
- E) extracts from the statements of salary payments to employees

32.1 An employment contract may establish a condition of probation period in order to verify the qualifications of the employee to the assigned work. The probation period is included in the employee's labour experience and cannot exceed:

- A) three months
- B) one month
- C) six months
- D) two months
- E) five months

33.1 A probationary period for chief executives of organizations and their assistants, head accountants and their assistants, chief executives of branch offices, representative offices can be increased up to:

- A) six months
- B) five months
- C) eight months
- D) ten months
- E) twelve months

34.1 Transfer of an employee to another job is:

- A) a change of work (labour function) of the employee, that is the performance of work on another post, profession, occupation, qualifications
- B) the order of work, in the execution of which changes the working conditions (wages, working hours and rest periods, benefits and other conditions) defined by the employment contract
- C) transfer to a separate structural unit of the employer
- D) transfer to another location together with the employer
- E) the employee may be entrusted, along with the work, as determined by the contract, additional work on the other or the same position for an additional payment

35.1 The employer must notify the employee in writing of the oncoming move to another area of the employer not later than....., if the employment contract and collective bargaining agreement do not provide for a longer notice period

- A) three months
- B) one month
- C) six months
- D) two months
- E) five months

36.1 Employer in an operational need, including the temporary replacement of the absent employee, has the right to move employee without his (her) consent for a period of up to in the calendar year to another, not specified by the employment contract and contravenes his (her) health work in the same organization, in the same area with the payment for the work performed not less than the average wage in the previous job.

- A) three months
- B) one month
- C) six months
- D) two months
- E) five months

37.1 Temporary transfer to another job is:

- A) transfer to other job or position at the same employer
- B) transfer to other employer
- C) transfer to a separate structural unit of the employer
- D) transfer to another job in an operational need
- E) transfer to another location together with the employer

38.1 Temporary transfer to another job is:

- A) transfer to other job or position at the same employer
- B) transfer to other employer
- C) transfer to a separate structural unit of the employer
- D) transfer to another job in the event of downtime
- E) transfer to another location together with the employer

39.1 Temporary transfer to another job is:

- A) transfer to other job or position at the same employer
- B) transfer to other employer
- C) transfer to a separate structural unit of the employer
- D) transfer to another job for health reasons
- E) transfer to another location together with the employer

40.1 Temporary transfer to another job is:

- A) transfer to other job or position at the same employer
- B) transfer to other employer
- C) transfer to a separate structural unit of the employer
- D) transfer for other work of pregnant women

E) transfer to another location together with the employer

41.1 A temporary suspension of work for reasons of an economic, technological, institutional, other industrial or natural character:

- A) shift work
- B) leave
- C) holidays
- D) strike
- E) downtime

42.1 A temporary suspension of work for reasons of an economic, technological, institutional, other industrial or natural character:

- A) shift work
- B) leave
- C) holidays
- D) strike
- E) downtime

43.1 On the change in working conditions that have occurred for such reasons as changes in the manufacturing process, including the reorganization and (or) reducing the amount of work of the employer, the employer must notify the employee and (or) his (her) representatives in a written form not later than, if the employment contract and collective bargaining agreement do not provide for a longer notice period:

- A) 3 running days
- B) 5 running days
- C) 10 running days
- D) 15 running days
- E) 20 running days

44.1 Find the mistake. The employer shall remove from work the employee:

- A) who does not ensure the safety of property and other assets transferred to the employee on the basis of a written contract for acceptance of the full material liability
- B) that does not pass the exam on the safety and protection of labour
- C) if his (her) actions or inactions could result in the creation of an emergency, the violation of the safety rules, the fire safety or the safety of transport
- D) that does not use the individual and (or) collective protection, provided by the employer
- E) that stays at work in the state of alcohol, drug intoxication (their analogue) or uses substances during the working day, causing such intoxication

45.1 . The employer has the right to remove the employee:

- A) who does not ensure the safety of property and other assets transferred to the employee on the basis of a written contract for acceptance of the full material liability

- B) that does not pass the exam on the safety and protection of labour
- C) if his (her) actions or inactions could result in the creation of an emergency, the violation of the safety rules, the fire safety or the safety of transport
- D) that does not use the individual and (or) collective protection, provided by the employer
- E) that stays at work in the state of alcohol, drug intoxication (their analogue) or uses substances during the working day, causing such intoxication

46.1 Find the mistake. The grounds for termination of an employment contract are:

- A) the termination of the employment contract by agreement of the parties
- B) the grounds, provided in the contract, concluded with the head of the executive body of the employer
- C) the expiration of the employment contract
- D) the termination of the employment contract by the employer
- E) the termination of the employment contract by the employee

47.1 Find the mistake. The grounds for termination of an employment contract are:

- A) the circumstances, beyond the control of the parties
- B) the grounds, provided in the contract, concluded with the head of the executive body of the employer
- C) the employee's refusal to continue the labour relations
- D) the transfer of the employee to an elected job (position) or his (her) appointment to a post, eliminating the possibility to continue the labour relations, except in cases provided by the laws of the Republic of Kazakhstan
- E) the violation of conditions of execution of an employment contract

48.1 The employment contract with the employee may be terminated by the employer, in the case of:

- A) liquidation of the employer - legal entity or termination of the activity of the employer – an individual
- B) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work
- C) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work
- D) in the case of re-employment of the employee, who previously performed this work
- E) in the case of the declaration of a court of the employee as dead or the recognition as missing

49.1 The employment contract with the employee may be terminated by the employer, in the case of:

- A) staff reduction
- B) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work

- C) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work
- D) in the case of re-employment of the employee, who previously performed this work
- E) in the case of the declaration of a court of the employee as dead or the recognition as missing

50.1 The employment contract with the employee may be terminated by the employer, in the case of:

- A) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work
- B) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work
- C) termination of the admission of the employee to the state secrets, in cases established by the laws of the Republic of Kazakhstan
- D) in the case of re-employment of the employee, who previously performed this work
- E) in the case of the declaration of a court of the employee as dead or the recognition as missing

51.1 The employment contract with the employee may be terminated by the employer, in the case of:

- A) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work
- B) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work
- C) unsuitability of the employee for the position held or work due to insufficient qualifications
- D) in the case of re-employment of the employee, who previously performed this work
- E) in the case of the declaration of a court of the employee as dead or the recognition as missing

52.1 The employment contract with the employee may be terminated by the employer, in the case of:

- A) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work
- B) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work
- C) unsuitability of the employee for the position held or work due to the health conditions, impeding the continuation of this work
- D) in the case of re-employment of the employee, who previously performed this work

E) in the case of the declaration of a court of the employee as dead or the recognition as missing

53.1 The employment contract with the employee may be terminated by the employer, in the case of:

A) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work

B) the negative result of work in the probation period

C) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work

D) in the case of re-employment of the employee, who previously performed this work

E) in the case of the declaration of a court of the employee as dead or the recognition as missing

54.1 The employment contract with the employee may be terminated by the employer, in the case of:

A) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work

B) commitment of the employee, performing educational functions, the immoral offence which is not compatible with the continuation of this work

C) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work

D) in the case of re-employment of the employee, who previously performed this work

E) in the case of the declaration of a court of the employee as dead or the recognition as missing

55.1 The employment contract with the employee may be terminated by the employer, in the case of:

A) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work

B) disclosure of the employee of the information constituting the state secrets and other secrets protected by the law, which became known to him (her) in connection with the performance of job duties

C) the recognition by a court of the employee as incapable as a result of which the employee is unable to continue the previous work

D) in the case of re-employment of the employee, who previously performed this work

E) in the case of the declaration of a court of the employee as dead or the recognition as missing

56.1 The employment contract shall be terminated in the following circumstances, beyond the will of the parties:

- A) liquidation of the employer - legal entity or termination of the activity of the employer – an individual
- B) disclosure of the employee of the information constituting the state secrets and other secrets protected by the law, which became known to him (her) in connection with the performance of job duties
- C) staff reduction
- D) unsuitability of the employee for the position held or work due to the health conditions, impeding the continuation of this work
- E) by entry into force of the verdict, under which the employee sentenced to punishment, which excludes the possibility to continue the work

57.1 The employment contract shall be terminated in the following circumstances, beyond the will of the parties:

- A) liquidation of the employer - legal entity or termination of the activity of the employer – an individual
- B) disclosure of the employee of the information constituting the state secrets and other secrets protected by the law, which became known to him (her) in connection with the performance of job duties
- C) staff reduction
- D) unsuitability of the employee for the position held or work due to the health conditions, impeding the continuation of this work
- E) by withdrawing of the local executive bodies of the permission for foreign labour

58.1 The employment contract shall be terminated in the following circumstances, beyond the will of the parties:

- A) liquidation of the employer - legal entity or termination of the activity of the employer – an individual
- B) disclosure of the employee of the information constituting the state secrets and other secrets protected by the law, which became known to him (her) in connection with the performance of job duties
- C) staff reduction
- D) unsuitability of the employee for the position held or work due to the health conditions, impeding the continuation of this work
- E) in the case of re-employment of the employee, who previously performed this work

59.1 The employee has the right to terminate the employment contract by giving the employer:

- A) at least one month's in oral form
- B) at least one month's in written form
- C) at least two months' in written form
- D) at least two months' in oral form
- E) at least three months' in written form

60.1 The employer has the right to terminate the employment contract by giving the employee:

- A) at least one month's in oral form
- B) at least one month's in written form
- C) at least two months' in written form
- D) at least two months' in oral form
- E) at least three months' in written form

61.1 The employment contract shall be terminated as a result of a breach of conditions for the conclusion of the employment contract, if such a breach precludes the continuation of the labour relations in the cases of the employment contract:

- A) for work, contraindicated to the employee for the health reason on the basis of a medical certificate;
- B) with foreigners and stateless persons without obtaining a permit to foreign labour in the prescribed manner or without the restrictions or limitations, imposed by the laws of the Republic of Kazakhstan
- C) of the employee, performing educational functions, committed the immoral offence which is not compatible with the continuation of this work
- D) for work in violation of an enforceable judgment or decision of a court, under which the person deprived of the right to occupy certain positions or engage in certain activities
- E) with the citizens under the age of eighteen on hard work, work in harmful (particularly harmful) and (or) hazardous working conditions

62.1 Termination of the employment contract is executed by the act of the employer, except for termination of the employment contract:

- A) in the event of death of the employer - an individual
- B) in the event of a declaration of a court as dead of the employer - an individual
- C) in the event of a recognition of a court as missing of the employer - an individual
- D) with the citizens under the age of eighteen on hard work, work in harmful (particularly harmful) and (or) hazardous working conditions
- E) with domestic workers

63.1 Termination of the employment contract is executed by:

- A) the act of the employer
- B) the contract
- C) the collective bargain agreement
- D) the protocol of cancellation commission
- E) the protocol of labour arbitration

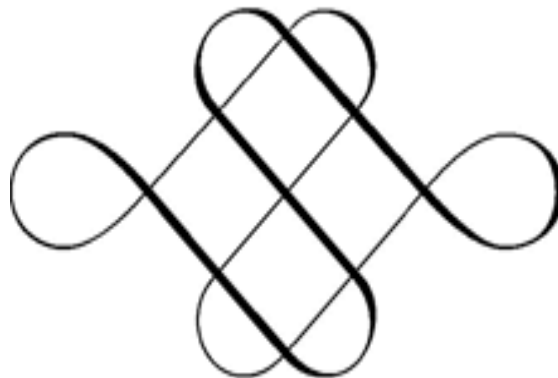
64.1 On the day of termination of the employment contract, the employer must give the employee the:

- A) employment contract
- B) documents, confirming the labour activity

- C) collective bargain agreement
- D) protocol of cancellation commission
- E) protocol of labour arbitration

65.1 A copy of the act of the employer on termination of the labour contract shall be given to the employee or sent him (her) by a letter with notification within:

- A) five days
- B) ten days
- C) three days
- D) fourteen days
- E) twenty days



Topic 3 Working time and rest time regime

1.1 The time during which the employee in accordance with the acts of the employer and the terms of the employment contract performs the work duties - ...:

- A) working time
- B) rest time;
- C) combination of job
- D) holidays
- E) overtime work

2.1 The work of two or three or four work shifts within 24 hours - ...:

- A) working time
- B) rest time;
- C) combination of job
- D) shift work
- E) overtime work

3.1 A temporary suspension of work for reasons of an economic, technological, institutional, other industrial or natural character - ...:

- A) downtime
- B) rest time;
- C) combination of job
- D) holidays
- E) overtime work

4.1 The time during which the employee in accordance with the acts of the employer and the terms of the employment contract performs the work duties - ...:

- A) working time
- B) rest time;
- C) combination of job
- D) holidays
- E) overtime work

5.1 A release of the employee from work for a certain period to ensure the employee's annual rest or social objectives with maintaining his (her) place of work (position) and the average wage in cases, prescribed by the labour Code- ...:

- A) working time
- B) rest time;
- C) leave (vacation)
- D) holidays
- E) overtime work

6.1 The time in a calendar year, used by employees to perform employment duties, as well as other periods, included in the labour experience in accordance with the Labour Code - ...:

- A) working time
- B) labour experience;
- C) combination of job
- D) summarized recording of working time
- E) overtime work

7.1 The recording of working time by summing it over a given by the employer recording period, which may not exceed one year - ...:

- A) working time
- B) labour experience;
- C) combination of job
- D) summarized recording of working time
- E) overtime work

8.1 The performance by an employee in his (her) spare time other regular paid work under a labour contract - ...:

- A) working time
- B) labour experience;
- C) combination of job
- D) summarized recording of working time
- E) overtime work

9.1 The time during which the employee is free to perform job duties and the time which he (she) can use at his (her) discretion - ...:

- A) working time
- B) rest time
- C) combination of job
- D) holidays
- E) overtime work

10.1 The days of national and state holidays of the Republic of Kazakhstan - ...:

- A) working time
- B) rest time
- C) combination of job
- D) holidays
- E) overtime work

11.1 The direction of an employee by order of the employer to perform work duties for a specified period outside the place of permanent jobs, as well as the direction of the employee to another location for advanced training or retraining- ...:

- A) business trip
- B) labour experience;
- C) combination of job
- D) summarized recording of working time

E) overtime work

12.1 The normal duration of working time shall not exceed:

- A) 36 hours a week
- B) 38 hours a week
- C) 42 hours a week
- D) 44 hours a week
- E) 40 hours a week

13.1 The reduced working time are established for:

- A) employees under the age of eighteen
- B) employees engaged in the heavy work or the work under harmful (particularly harmful) and (or) hazardous working conditions
- C) disabled persons of the first and the second groups
- D) employees under the age of eighteen and disabled persons of the first and the second groups
- E) employees under the age of eighteen, disabled persons of the first and the second groups and employees engaged in the heavy work or the work under harmful (particularly harmful) and (or) hazardous working conditions

14.1 The Labour Code of the Republic Kazakhstan establishes reduced working time no more than 24 hours a week for:

- A) employees under the age of fourteen to sixteen years
- B) employees between the ages of sixteen and eighteen years
- C) employees engaged in the heavy work or the work under harmful (particularly harmful) and (or) hazardous working conditions
- D) disabled persons of the first group
- E) disabled persons of the second group

15.1 Find the mistake. The Labour Code of the Republic Kazakhstan establishes reduced working time no more than 36 hours a week for:

- A) employees under the age of fourteen to sixteen years
- B) employees between the ages of sixteen and eighteen years
- C) employees engaged in the heavy work or the work under harmful (particularly harmful) and (or) hazardous working conditions
- D) disabled persons of the first group
- E) disabled persons of the second group

16.1 Part-time is the time that is:

- A) part-time working day (work shift)
- B) part-time working week
- C) part-time working month
- D) part-time working day (work shift), part-time working week and mixed part-time working day and part-time working week

E) part-time working week, part-time working month and mixed part-time working week and part-time working month

17.1 The duration of daily work (shift) cannot exceed:

- A) 6 hours a day
- B) 7 hours a day
- C) 4 hours a day
- D) 8 hours a day
- E) 10 hours a day

18.1 A five-day working week is set for employees:

- A) with two days off
- B) with one day off
- C) with three days off
- D) with one or two days off
- E) without days off

19.1 The duration of working day (work shift), the start and the end of the working day (work shift), the breaks in the work are determined in compliance with the established rules of the working week, by the:

- A) rules of work schedule
- B) rules of work schedule and the employment contract
- C) the employment contract and collective bargaining agreement
- D) the employment contract
- E) rules of work schedule, the employment contract and collective bargaining agreement

20.1 The order for regulating relations in the organization of work of employees and employers is the...:

- A) work schedule
- B) employment contract
- C) collective bargaining agreement
- D) Labour code of RK
- E) act of cancellation commission

21.1 Separation of daily work (work shift) in parts shall be:

- A) at work with different intensity of work
- B) at work with different intensity of work and on the initiative of the employee, if it is related to his (her) welfare
- C) on the initiative of the employee, if it is related to his (her) welfare
- D) on the initiative of the employee, if it is related to his (her) welfare and other personal needs
- E) at work with different intensity of work and on the initiative of the employee, if it is related to his (her) welfare and other personal needs

22.1 When the duration of the production process or the mode of production activity of the employer exceed the normal duration of the working day may be established:

- A) part-time work
- B) shift work
- C) overtime work
- D) downtime
- E) combination of job

23.1 In the shift works the duration of the shift, the transition from one shift to another are set by:

- A) employment contract
- B) collective bargaining agreement
- C) Labour code of RK
- D) shift schedule
- E) act of cancellation commission

24.1 In the shift works the duration of the shift, the transition from one shift to another are set by:

- A) employment contract
- B) collective bargaining agreement
- C) Labour code of RK
- D) shift schedule
- E) act of cancellation commission

25.1 The period within which must be kept the average norm of working time, set for this category of workers is recognized as:

- A) an accounting period
- B) the fixed working hours
- C) shift work
- D) overtime work
- E) downtime

26.1 Night is the time from:

- A) 21 pm to 6 am.
- B) 22 pm to 7 am.
- C) 22 pm to 6 am.
- D) 21 pm to 7 am.
- E) 22 pm to 8 am.

27.1 In the production of the works, necessary for the defence of the country, as well as to prevent emergencies, natural disasters or industrial accidents or immediate control of their consequences without the employee's consent is permitted:

- A) an accounting period

- B) the fixed working hours
- C) shift work
- D) overtime work
- E) downtime

28.1 To continue the work in the absence of the successive employee, if the work does not allow for a break, with immediate action to replace another employee without the employee's consent is permitted:

- A) an accounting period
- B) the fixed working hours
- C) shift work
- D) overtime work
- E) downtime

29.1 Overtime work of each employee should not exceed for:

- A) 2 hours during the day
- B) 3 hours during the day
- C) 4 hours during the day
- D) 6 hours during the day
- E) 8 hours during the day

30.1 Overtime work of each employee in heavy work, work in harmful (particularly harmful) and (or) hazardous working conditions should not exceed of:

- A) 2 hours during the day
- B) 3 hours during the day
- C) 4 hours during the day
- D) 6 hours during the day
- E) 1 hour during the day

31.1 The total duration of the overtime work should not exceed:

- A) 12 hours per month and 100 hours a year
- B) 12 hours per month and 120 hours a year
- C) 10 hours per month and 120 hours a year
- D) 10 hours per month and 100 hours a year
- E) 8 hours per month and 100 hours a year

32.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a business trip
- D) an unemployment
- E) a break during the working day (work shift)

33.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a business trip
- D) an unemployment
- E) a break for rest and meals

34.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a business trip
- D) an unemployment
- E) a break between shifts and special break

35.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a daily (between shifts) rest
- D) an unemployment
- E) a business trip

36.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a weekend (weekly rest)
- D) an unemployment
- E) a business trip

37.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a holiday
- D) an unemployment
- E) a business trip

38.1 One type of the rest time is:

- A) a strike
- B) a downtime
- C) a leave
- D) an unemployment
- E) a business trip

39.1 In the daily work (work shift) the employee must be given a break for rest and meals at least:

- A) 30 minutes

- B) 15 minutes
- C) 45 minutes
- D) 60 minutes
- E) 90 minutes

40.1 Is not included in the working hours:

- A) breaks between shifts, due to technology and the organization of production and labour
- B) special breaks for employees, who are working in cold weather outdoors
- C) special breaks for employees who are working in a non-heated areas
- D) a break for rest and meals
- E) special breaks for employees , who are engaged in loading and unloading

41.1 Apart from a break for rest and meals, breaks between shifts and special breaks, women with children up to eighteen months and fathers (adoptive parents) with children aged up to eighteen months without a mother, are provided by additional breaks for feeding the child (children) at least:

- A) every 3 hours
- B) every 2 hours
- C) every 4 hours
- D) every 5 hours
- E) every 6 hours

42.1 Apart from a break for rest and meals, breaks between shifts and special breaks, women with children up to eighteen months and fathers (adoptive parents) with children aged up to eighteen months without a mother, are provided by additional breaks for feeding the child (children) at least every three hours in the following duration:

- A) with one child - every break of at least 15 minutes
- B) with one child - every break of at least 30 minutes
- C) with one child - every break of at least 40 minutes
- D) with one child - every break of at least 45 minutes
- E) with one child - every break of at least 50 minutes

43.1 Apart from a break for rest and meals, breaks between shifts and special breaks, women with children up to eighteen months and fathers (adoptive parents) with children aged up to eighteen months without a mother, are provided by additional breaks for feeding the child (children) at least every three hours in the following duration:

- A) with two or more children - every break of at least 15 minutes
- B) with two or more children - every break of at least 30 minutes
- C) with two or more children - every break of at least 40 minutes
- D) with two or more children - every break of at least 45 minutes
- E) with two or more children - every break of at least 1 hour

44.1 Duration of daily (between shifts) rest of the employee between the end and the start of the next day (shift) cannot be less than:

- A) 8 hours
- B) 10 hours
- C) 12 hours
- D) 14 hours
- E) 16 hours

45.1A common day off in a five-day and six-day working week is:

- A) Sunday
- B) Saturday
- C) Friday
- D) Wednesday
- E) Monday

46.1 Who shall have the right to transfer weekends to other working days in the rational use of working time between national and public holidays:

- A) the President of the Republic of Kazakhstan
- B) the Prime-minster of the Republic of Kazakhstan
- C) the Government of the Republic of Kazakhstan
- D) the employer
- E) the cancellation commission

47.1 Engaging to work on weekends and holidays is forbidden:

- A) the pregnant women who provided the certificate of pregnancy
- B) minors
- C) women with children up to eighteen months
- D) adoptive parents with children aged up to eighteen months
- E) fathers with children aged up to eighteen months without a mother

48.1 Engaging to work on weekends and holidays without the employee's consent is allowed in the following cases:

- A) to prevent emergencies, natural disasters or industrial accidents
- B) for increase in profit of the enterprise and increase in operational performance
- C) to immediate control of the consequences of emergencies, natural disasters or industrial accidents
- D) to prevent and investigate accidents, loss or damage to property
- E) to perform urgent and unforeseen advance work, on the immediate performance of which depends a further useful work of the organization as a whole or its individual units

49.1 Find the mistake. Employees are given the following types of social leave:

- A) a leave without pay on care of the child before achievement of age by him/her three years
- B) a study leave
- C) a leave for the birth of a child (children), the adoption of a newborn child (children)
- D) a leave without pay
- E) a main paid annual leave

50.1 Find the mistake. Employees are given the following types of social leave:

- A) a leave without pay on care of the child before achievement of age by him/her three years
- B) a study leave
- C) a leave for the birth of a child (children), the adoption of a newborn child (children)
- D) a leave without pay
- E) an additional annual paid leave

51.1 Leave is given to the employee for the rest, the rehabilitation, the promotion of health and other personal needs of the employee, and provided for a certain number of running days with preserving the work (position) and the average wage is:

- A) a leave without pay on care of the child before achievement of age by him/her three years
- B) a study leave
- C) a leave for the birth of a child (children), the adoption of a newborn child (children)
- D) a leave without pay
- E) an annual paid leave

52.1 By the general rule, the main annual paid leave is given to employees in the duration of:

- A) 22 running days
- B) 24 running days
- C) 26 running days
- D) 28 running days
- E) 32 running days

53.1 Additional annual paid leave is given to:

- A) workers, engaged in heavy work
- B) workers, engaged in work under harmful (particularly harmful) and (or) hazardous working conditions
- C) minors
- D) disabled persons of the first group
- E) disabled persons of the second group

54.1 Additional annual paid leave is given to workers, engaged in heavy work or work under harmful (particularly harmful) and (or) hazardous working conditions, in the period no less than:

- A) 10 running days;
- B) 6 running days;
- C) 8 running days;
- D) 15 running days;
- E) 5 running days;

55.1 Additional annual paid leave is given to disabled persons of the first and the second groups, in the period no less than:

- A) 10 running days;
- B) 6 running days;
- C) 8 running days;
- D) 15 running days;
- E) 5 running days;

56.1 The length of service, giving the right to annual paid leave, shall include:

- A) the actually worked hours
- B) the time, when the employee did not actually work, but the job (position) and wages in whole or in part remained to him (her)
- C) the time, when the employee did not actually work due to the temporary disability, including the time spent on maternity leave
- D) the time, when the employee did not actually work before re-employment
- E) the time, when the employee did not actually work due to the serve employee's time in the army

57.1 The length of service, giving the right to annual paid leave, shall include:

- A) the actually worked hours
- B) the time, when the employee did not actually work, but the job (position) and wages in whole or in part remained to him (her)
- C) the time, when the employee did not actually work due to the temporary disability, including the time spent on maternity leave
- D) the time, when the employee did not actually work before re-employment
- E) the time, when the employee did not actually work due to the serve employee's time in the army

58.1 Working year consists of:

- A) 12 months, calculated from the first day of work of the employee
- B) 11 months, calculated from the first day of work of the employee
- C) 10 months, calculated from the first day of work of the employee
- D) 12 months, calculated from the day of conclusion of the employment contract

E) 11 months, calculated from the first day of conclusion of the employment contract

59.1 By agreement between the employee and the employer the annual paid leave can be divided into parts, at the same time, one of these parts should not be less than:

- A) 1 running week
- B) 2 running weeks
- C) 10 running days
- D) 15 running days
- E) 6 running days

60.1 By the general rule, payment for annual paid leave shall be made not later than:

- A) 3 working days in advance
- B) 3 running days in advance
- C) 5 working days in advance
- D) 5 running days in advance
- E) 10 working days in advance

61.1 In the case of changing the leave schedule due to operational needs, the employer must notify the employee about it not less than:

- A) 3 working days before the start of the leave
- B) 5 working days before the start of the leave
- C) 10 working days before the start of the leave
- D) 2 weeks before the start of the leave
- E) 1 week before the start of the leave

62.1 Annual paid leave shall be transferred in whole or in part, in the case of:

- A) temporary disability of the employee
- B) the maternity leave
- C) the performance of the employee during the annual paid leave of public duties, if the law provides an exemption from work
- D) temporary disability of the employee and the maternity leave
- E) temporary disability of the employee, the maternity leave and the performance of the employee during the annual paid leave of public duties, if the law provides an exemption from work

65.1 Failure to provide with the annual paid leave for:

- A) 2 years in a row is prohibited
- B) 3 years in a row is prohibited
- C) 4 years in a row is prohibited
- D) 5 years in a row is prohibited
- E) 6 years in a row is prohibited

66.1 Failure to provide with the annual paid leave for:

- A) 2 years in a row is prohibited

- B) 3 years in a row is prohibited
- C) 4 years in a row is prohibited
- D) 5 years in a row is prohibited
- E) 6 years in a row is prohibited

67.1 Find the mistake. Recall from the annual paid leave is not permitted of:

- A) employees under eighteen years of age
- B) pregnant women
- C) employees, engaged in heavy work
- D) employees, engaged in work under harmful (particularly harmful) or hazardous working condition
- E) temporary disabled persons

68.1 At the written request of the employee, the employer shall give a leave without pay for up to five running days for:

- A) employees under eighteen years of age
- B) pregnant women
- C) employees, engaged in heavy work
- D) employees, engaged in work under harmful (particularly harmful) or hazardous working condition
- E) temporary disabled persons

69.1 In accordance with the it.1 art.100 of Labour Code, the written request of the employee, the employer shall give a leave without pay for up to five running days for:

- A) temporary disability
- B) marriage
- C) the child's birth
- D) death of a close relative
- E) in other cases provided in employment contract and collective bargaining agreement

70.1 The leave for preparing and taking tests and exams, laboratory work, training and protection of research work (project) and passing the training programs for military-trained reserve is:

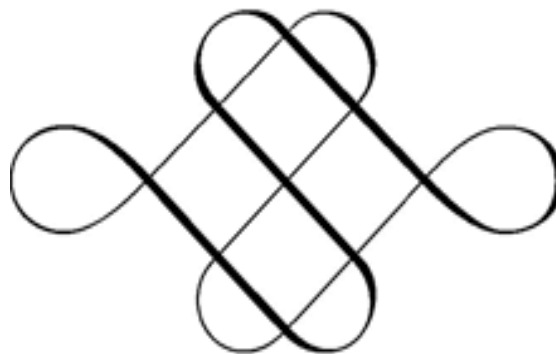
- A) a leave without pay on care of the child before achievement of age by him/her three years
- B) a study leave
- C) a leave for the birth of a child (children), the adoption of a newborn child (children)
- D) a leave without pay
- E) an annual paid leave

71.1 A maternity leave is granted of:

- A) 70 running days before the birth and 56 running days after birth
- B) 56 running days before the birth and 70 running days after birth
- C) 65 running days before the birth and 56 running days after birth
- D) 70 running days before the birth and 65 running days after birth
- E) 65 running days before the birth and 70 running days after birth

72.1 In the case of difficult birth or the birth of two or more children a maternity leave is granted of:

- A) 70 running days before the birth and 70 running days after birth
- B) 56 running days before the birth and 70 running days after birth
- C) 65 running days before the birth and 70 running days after birth
- D) 70 running days before the birth and 85 running days after birth
- E) 70 running days before the birth and 90 running days after birth



Topic 4 Labour norming and payment for labour. Guarantees and compensation payments.

1.1 Definition of necessary labour (time) to do the work (production per unit) by employees in the specific organizational and technical conditions and establish the labour standards on this basis - ...:

- A) tariff system
- B) tariff level
- C) labour norming
- D) tariff scale
- E) qualification category

2.1 The level of the qualification requirements for employees, reflecting the complexity of the work performed - ...:

- A) tariff system
- B) tariff level
- C) labour norming
- D) tariff scale
- E) qualification category

3.1 A kind of payment system, in which the employee's salary is differentiated on the basis of tariff rates (salaries) and tariff schedules - ...:

- A) tariff system
- B) tariff level
- C) labour norming
- D) tariff scale
- E) qualification category

4.1 A set of wage categories and rate coefficients, which provides differentiation on the basis of the complexity of the work and training of employees - ...:

- A) tariff system
- B) tariff level
- C) labour norming
- D) tariff scale
- E) qualification category

5.1 The level of complexity of the work and the index of qualification level, required for the job - ...:

- A) tariff system
- B) tariff level
- C) labour norming
- D) tariff scale
- E) qualification category

6.1 The fixed wage of the employee for performing labour standards (job duties) of a certain complexity (qualifications) per unit of time - ...:

- A) tariff system
- B) tariff level
- C) labour norming
- D) tariff scale
- E) tariff rate

7.1 Assignment of works to a certain complexity in accordance with the Unified rating and skills guide for jobs and occupations of manual workers and Qualification schedule of managers, professionals and other employees, tariff and qualification characteristics of occupations and typical qualifying characteristics for managers, professionals and other employees of organizations- ...:

- A) billing of the work
- B) tariff level
- C) labour norming
- D) tariff scale
- E) qualification category

8.1 Conditions of payment, rate setting, working time and rest time, the order of combining of professions (positions), expansion of service areas, the duties of a temporarily absent employee, safety and protection of labour, technical, production and living conditions, as well as other conditions agreed by the parties- ...:

- A) tariff system
- B) billing of the work
- C) labour norming
- D) working conditions
- E) qualification category

9.1 The system of relations, connected with the provision of compulsory remuneration to the employee for his (her) work by the employer in accordance with this Code and other regulatory legal acts of the Republic of Kazakhstan, as well as agreements, labour, collective contracts and the acts of the employer- ...:

- A) payment for labour
- B) the minimum standard of pay
- C) basic wage
- D) wage
- E) minimum monthly wage

10.1 This payment guaranteed to meet the minimum monthly wage of an employee, who engaged in heavy labour, work in harmful (particularly harmful) or hazardous working conditions, including a minimum set of food, goods and services, required to restore vitality and energy of worker who has been in the process of work to harmful and (or) hazardous working environments- ...:

- A) payment for labour
- B) the minimum standard of pay
- C) basic wage
- D) wage
- E) minimum monthly wage

11.1 A relatively constant part of the wage, including payments for tariff rates, post salary, piece-rates and the regular payments provided by the labour legislation, industrial agreement, collective agreement and (or) employment contracts- ...:

- A) payment for labour
- B) the minimum standard of pay
- C) basic wage
- D) wage
- E) minimum monthly wage

12.1 A remuneration for labour based on skills of employee, complexity, quantity, quality and conditions of work, as well as compensation and incentive-based payments - ...:

- A) payment for labour
- B) the minimum standard of pay
- C) basic wage
- D) wage /salary
- E) minimum monthly wage

13.1 Guaranteed minimum monthly payments to workers of unskilled (least complex) labour in the performance of work (job duties) under normal conditions and at normal working hours specified by the Labour Code - ...:

- A) payment for labour
- B) the minimum standard of pay
- C) basic wage
- D) wage /salary
- E) minimum monthly wage

14.1 Means, methods and conditions, by which the exercise of the rights granted to employees is secured in the field of social and labour relations - ...:

- A) guarantees
- B) the minimum standard of pay
- C) compensation
- D) wage /salary
- E) minimum monthly wage

15.1 Monetary payments, related to a special regime of work and working conditions, unemployment, compensation to workers the costs, associated with the performance of labour or other duties provided by the laws of the Republic of Kazakhstan- ...:

- A) guarantees
- B) the minimum standard of pay
- C) compensation
- D) wage /salary
- E) minimum monthly wage

16.1 Find the mistake. Labour standards must be replaced as a result of the:

- A) the certification and rationalization of jobs to ensure the productivity
- B) the introduction of new techniques to ensure the productivity
- C) the introduction of new technologies to ensure the productivity
- D) the organizational and technical measures to ensure the productivity
- E) the achieving a high level of production of goods (services) by individual workers through the application of own new methods of work and improving the job

17.1 The employees shall be notified with the introduction of new rules of the employer at least:

- A) 2 month
- B) 1 month
- C) 3 month
- D) 15 days
- E) 10 days

18.1 In the development of labour standards should be provided:

- A) the temporary incapacity to labour
- B) the minimum standards of payment for labour
- C) the breaks during the working day (working shift)
- D) the quality of labour standards, their optimal approach to the necessary labour costs
- E) the payment for overtime work

19.1 In the development of labour standards should be provided:

- A) the temporary incapacity to labour
- B) the minimum standards of payment for labour
- C) the breaks during the working day (working shift)
- D) the establishment of the same labour standards for the same work, which performed in similar organizational and technical conditions
- E) the payment for overtime work

20.1 In the development of labour standards should be provided:

- A) the temporary incapacity to labour
- B) the minimum standards of payment for labour
- C) the breaks during the working day (working shift)
- D) the progressiveness of labour standards on the basis of the achievements of science and technology;

E) the payment for overtime work

21.1 In the development of labour standards should be provided:

- A) the temporary incapacity to labour
 - B) the minimum standards of payment for labour
 - C) the breaks during the working day (working shift)
 - D) the coverage of labour standards of those types of work, for which it is possible and appropriate to establish labour standards
 - E) the payment for overtime work
- *****

22.1 In the development of labour standards should be provided:

- A) the temporary incapacity to labour
 - B) the minimum standards of payment for labour
 - C) the breaks during the working day (working shift)
 - D) technical (scientific) feasibility of labour standards
 - E) the payment for overtime work
- *****

23.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
 - B) the minimum monthly wage
 - C) the breaks during the working day (working shift)
 - D) the quality of labour standards, their optimal approach to the necessary labour costs
 - E) paid social leave
- *****

24.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
 - B) the minimum hourly wage
 - C) the breaks during the working day (working shift)
 - D) the quality of labour standards, their optimal approach to the necessary labour costs
 - E) paid social leave
- *****

25.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
 - B) the payment for overtime work
 - C) the breaks during the working day (working shift)
 - D) the quality of labour standards, their optimal approach to the necessary labour costs
 - E) paid social leave
- *****

26.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
- B) the payment for work on public holidays and weekends

- C) the breaks during the working day (working shift)
- D) the quality of labour standards, their optimal approach to the necessary labour costs
- E) paid social leave

27.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
- B) the payment for work at night
- C) the breaks during the working day (working shift)
- D) the quality of labour standards, their optimal approach to the necessary labour costs
- E) paid social leave

28.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
- B) the limiting of the size of deductions from the employee's wage
- C) the breaks during the working day (working shift)
- D) the quality of labour standards, their optimal approach to the necessary labour costs
- E) paid social leave

29.1 State guarantees in the field of payment for employees include:

- A) the temporary incapacity to labour
- B) the order and time of the payment of wages
- C) the breaks during the working day (working shift)
- D) the quality of labour standards, their optimal approach to the necessary labour costs
- E) paid social leave

30.1 Find the mistake. The monthly wage of the employee is set differentially depending on:

- A) the qualifications of the employee
- B) the complexity of work
- C) the achieved level of technology
- D) the quantity and quality of work
- E) the working conditions

31.1 The monthly wage of the employee, who has worked the normal working hours in full at the period and performed the labour standards (job duties), cannot be lower than:

- A) the minimum monthly wage established by the law of the Republic of Kazakhstan
- B) the maximum monthly wage established by the law of the Republic of Kazakhstan
- C) the average monthly wage established by the law of the Republic of Kazakhstan

D) the monthly calculation index established by the law of the Republic of Kazakhstan

E) the survivor's pension established by the law of the Republic of Kazakhstan

32.1 The minimum monthly wage is established:

A) once in five years

B) monthly

C) quarterly

D) semiannually

E) annually

33.1 Find the mistake. The monthly wage of the employee is set differentially depending on:

A) the qualifications of the employee

B) the complexity of work

C) the achieved level of technology

D) the quantity and quality of work

E) the working conditions

34.1 Conditions of the labour contract, collective bargain agreement and (or) the acts of the employer can set the hourly wage for:

A) the actual work performed in part-time working day

B) the actual work performed in part-time loading of the working day

C) the temporary work

D) the one-time work

E) the period of temporary incapacity to labour

35.1 In remuneration for timework, the overtime work is paid not less than:

A) a double rate, on the basis of base salary (salary) of the employee

B) a half rate, on the basis of base salary (salary) of the employee

C) a fivefold rate, on the basis of base salary (salary) of the employee

D) a threefold rate, on the basis of base salary (salary) of the employee

E) a tenfold rate, on the basis of base salary (salary) of the employee

36.1 In piece-work pay, the extra pay for overtime work is made in the amount no less than:

A) 50 % of the established base rate (salary) of the employee

B) 30 % of the established base rate (salary) of the employee

C) 25 % of the established base rate (salary) of the employee

D) 15 % of the established base rate (salary) of the employee

E) 10 % of the established base rate (salary) of the employee

37.1 Payment for work on holidays and weekends shall not be less than:

A) a double rate, based on the daily (hourly) rates of the employee

- B) a half rate, based on the daily (hourly) rates of the employee
- C) a fivefold rate, based on the daily (hourly) rates of the employee
- D) a threefold rate, based on the daily (hourly) rates of the employee
- E) a tenfold rate, based on the daily (hourly) rates of the employee

38.1 Every hour of work at night is paid not less than:

- A) a half rate, based on the daily (hourly) rates of the employee
- B) a double rate, based on the daily (hourly) rates of the employee
- C) a fivefold rate, based on the daily (hourly) rates of the employee
- D) a threefold rate, based on the daily (hourly) rates of the employee
- E) a tenfold rate, based on the daily (hourly) rates of the employee

39.1 The terms and conditions of payment for downtime due to the fault of the employer are defined by the employment contract and collective bargain agreement and set at least:

- A) 10 % of the average salary of the employee
- B) 15 % of the average salary of the employee
- C) 25 % of the average salary of the employee
- D) 30 % of the average salary of the employee
- E) 50% of the average salary of the employee

40.1 Wages are paid in cash in the national currency of the Republic of Kazakhstan:

- A) at least twice a month, not later than the first decade of the next month
- B) at least twice a month, not later than the second decade of the next month
- C) at least once a month, not later than the first decade of the next month
- D) at least once a month, not later than the second decade of the next month
- E) at least once a month, not later than the third decade of the next month

41.1 The date for payment of wages is established by the:

- A) employment contract
- B) collective bargain agreement
- C) act of the cancelation commission
- D) act of employer
- E) industrial agreement

42.1 Upon termination of the labour contract, the payment of the sum due and owing to the employee is made by the employer no later than:

- A) 7 working days after its termination
- B) 5 running days after its termination
- C) 5 working days after its termination
- D) 3 running days after its termination
- E) 3 working days after its termination

43.1 The total amount of the monthly withholdings shall not exceed:

- A) 50% of the employee's wages
- B) 60% of the employee's wages
- C) 70% of the employee's wages
- D) 80% of the employee's wages
- E) 90% of the employee's wages

44.1 What is the accounting period (preceding the event with which the corresponding payment is related) for calculating the average wage, as a general rule?

- A) 6 running months
- B) 7 running months
- C) 10 running months
- D) 11 running months
- E) 12 running months

45.1 Withholdings from the employee's wage to redemption of the debt to the organization in which he (she) works, can be made not only by the court decision, but also be the:

- A) act of the cancellation commission
- B) act of the chief accountant
- C) act of the prosecutor
- D) act of the local agency for labour inspection
- E) act of the employer

46.1 The employer shall exempt the employees from performing work duties at the time of bringing them to the state or public duties, in the cases provided by the laws of the Republic of Kazakhstan:

- A) without retaining them the workplace (position)
- B) with retaining them the workplace (position)
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

47.1 At the time of the periodic medical examinations at the expense of the employer, for the employees, who are obliged to pass it in accordance with the Labour Code or the collective contract:

- A) the job (position) are not retained
- B) the job (position) are retained
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

48.1 For the employee, who is the donor, at the time of the survey and giving (donations) blood and blood components:

- A) the job (position) are not retained

- B) the job (position) are retained
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

49.1 During a business trip:

- A) the job (position) are not retained
- B) the job (position) are retained
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

50.1 At the time of the periodic medical examinations at the expense of the employer, for the employees, who are obliged to pass it in accordance with the Labour Code or the collective contract:

- A) the wage is retained
- B) the wage is not retained
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

51.1 For the employee, who is the donor, at the time of the survey and giving (donations) blood and blood components:

- A) the wage is retained
- B) the wage is not retained
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

52.1 During a business trip:

- A) the wage is retained
- B) the wage is not retained
- C) at the discretion of the employer
- D) at the discretion of the mediator
- E) at the discretion of the cancellation commission

53.1 The employees, who are sent on business trips are paid:

- A) the luxury expenses
- B) the entertainment expenses
- C) the cost of travel to the destination and back
- D) the goods and services expenses
- E) the health expenses

54.1 The employees, who are sent on business trips are paid:

- A) the luxury expenses
- B) the entertainment expenses
- C) the daily benefit, for running days of a business trip, including travel time
- D) the goods and services expenses
- E) the health expenses

55.1 The employees, who are sent on business trips are paid:

- A) the luxury expenses
- B) the entertainment expenses
- C) the accommodation expenses
- D) the goods and services expenses
- E) the health expenses

56.1 When transferring the employee to work in another location together with the employer, the employer shall reimburse the employee:

- A) the cost of travel to the destination and back
- B) the health expenses
- C) the accommodation expenses
- D) the daily benefit, for running days of a business trip, including travel time
- E) the cost of moving of the employee and his (her) family

57.1 When transferring the employee to work in another location together with the employer, the employer shall reimburse the employee:

- A) the cost of travel to the destination and back
- B) the health expenses
- C) the accommodation expenses
- D) the daily benefit, for running days of a business trip, including travel time
- E) the cost of transportation of property of the employee and his (her) family

58.1 When using the personal property by the employee for the benefit of the employer and with his (her) consent, the employer shall pay the compensation payments:

- A) only for use of the instrument, personal transport and other facilities
- B) only for wear and tear (amortization) of the instrument, personal transport and other facilities
- C) only the cost of the instrument, personal transport and other facilities' operation
- D) for use and wear and tear (amortization) of the instrument, personal transport and other facilities the cost of their operation
- E) for use and wear and tear (amortization) of the instrument, personal transport and other facilities

59.1 Find the mistake. The employer makes compensation payments for the loss of work in the following cases:

- A) termination of the employment contract by the employer, in the event of liquidation of the employer – a legal entity
- B)) termination of the employment contract by the employer, in the event of termination of the activity of the employer – an individual
- C) termination of the employment contract by the employer, in case of unsuitability of the employee for the position held or work due to insufficient qualifications
- D) termination of the employment contract by the employer, in case of staff redundancy
- E) termination of the employment contract by the employee in case of non-execution of conditions of the employment contract by the employer

60.1 The employer pays the compensation payments to the employee for the loss of work in the amount of:

- A) the average wage for three months
- B) the minimum wage for three months
- C) the average wage for the month
- D) the minimum wage for the month
- E) the minimum wage for six months

61.1 Find the mistake. Guarantees and compensation payments are established by the Labour code of the Republic of Kazakhstan in the case of:

- A) the employees perform the state or public duties
- B) the periodic medical examinations of employee
- C) transferring the employee to another location together with the employer
- D) unsuitability of the employee for the position held or work due to the health conditions, impeding the continuation of this work
- E) when their work takes place on the way or has the travelling character or related to official journey within the service area

62.1 Find the mistake. Guarantees and compensation payments are established by the Labour code of the Republic of Kazakhstan:

- A) for the employee, who is the donor
- B) for employees, who are sent to business trip
- C) for employees, engaging in labour activities in the areas of environmental disaster and radiation risk
- D) the negative result of work in the probation period
- E) in connection with using by the employee of his personal property in the interests of the employer

63.1 The basis for the payment of social benefits for temporary disability is:

- A) health certificate
- B) report of employee
- C) order of employer
- D) conclusion of conciliation commission

E) work incapacity certificate

64.1 Find the mistake. Temporary disability benefits will not be paid:

- A) during the employee's temporary incapacity from professional illness or injury;
- B) to the employee, the temporary incapacity of which was due to injuries, occurred in the commission of a crime, if he (she) found guilty by a valid court sentence;
- C) during the compulsory treatment of the employee by a court (except for the mentally ill);
- D) for the time of the employee's arrest and during the forensic medical examination, if he (she) is found guilty by a valid judgment or decree of the court;
- E) during the employee's temporary incapacity from illness or injury, occurring as a result of alcohol, drugs and toxicology means;

65.1 Find the mistake. Temporary disability benefits will not be paid:

- A) during the employee's temporary incapacity from professional illness or injury;
- B) to the employee, the temporary incapacity of which was due to injuries, occurred in the commission of a crime, if he (she) found guilty by a valid court sentence;
- C) during the compulsory treatment of the employee by a court (except for the mentally ill);
- D) for the time of the employee's arrest and during the forensic medical examination, if he (she) is found guilty by a valid judgment or decree of the court;
- E) for the days of temporary incapacity, attributable to paid annual leave

66.1 Payment, which are paid to the employees of geological, topographic and geodetic, survey organizations, performing the work in the field away from their permanent residence, without the daily return to a permanent place of residence

- A) business trip expenses
- B) field provisions;
- C) representational expenses
- D) insurance payments
- E) temporary disability benefit

67.1 Payment, which are paid to the employees of geological, topographic and geodetic, survey organizations, performing the work in the field away from their permanent residence, but with the daily return to the site of a field organization, that is not a permanent place of residence

- A) business trip expenses
- B) field provisions;
- C) representational expenses
- D) insurance payments
- E) temporary disability benefit

68.1 Payment, which are paid to the employees of geological, topographic and geodetic, survey organizations, performing the work in the field away from their

permanent residence, through the organization of labour on a rotational basis.

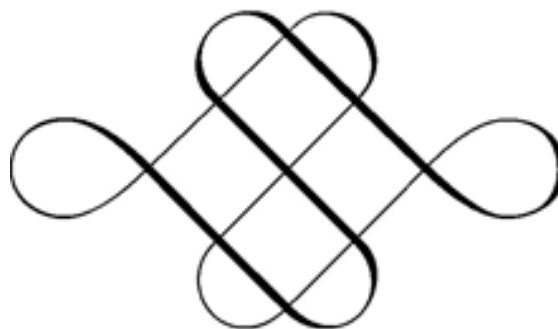
- A) business trip expenses
- B) field provisions;
- C) representational expenses
- D) insurance payments
- E) temporary disability benefit

69.1 The employer is obliged to grant the employee an unpaid vacation for a childcare, under the age of three years:

- A) at the choice of parents – to mother or father of the child
- B) to the parent, who one raising a child
- C) to other relatives, actually nurturing a child, who is residual without parents or a guardian
- D) to an employee, who adopts a newborn child (children)
- E) all the above categories

70.1 Find the mistake. Leave for the birth of a child (children) and the adoption of a newborn child (children) is granted to:

- A) pregnant women
- B) women who have a child (children)
- C) women who adopted a newborn child (children)
- D) men who adopted a newborn child (children)
- E) other relatives, actually nurturing a child



Topic 5 Social partnership and collective relations in the field of labour.

1.1 A system of relationships between employees (employees' representatives), employers (representatives of employers), state bodies, aimed at harmonization of their interests in the regulation of labour relations and other relations directly related to them- ...:

- A) relations, directly related to labour
- B) social partnership
- C) collective agreement
- D) labour relations
- E) industrial (tariff) agreement

2.1 A legal act, concluded between the parties of social partnership, defining the content and obligations of the parties to establish the conditions of labour, employment and social security for workers at the national, industrial and regional levels- ...:

- A) relations, directly related to labour
- B) employment contract
- C) collective agreement
- D) labour relations
- E) the general, industrial (tariff), regional agreement

3.1 The state body of the Republic of Kazakhstan, carrying out the state policy in the sphere of labour relations in accordance with the legislation of the Republic of Kazakhstan - ...:

- A) authorized state body for labour
- B) the territorial subdivision of the authorized state body for labour
- C) prosecutor's office
- D) administrative court
- E) civil court

4.1 The structural units of the authorized body for labour, performing within the respective administrative-territorial unit powers in the sphere of labour relations in accordance with the legislation of the Republic of Kazakhstan- ...:

- A) authorized state body for labour
- B) the territorial subdivision of the authorized state body for labour
- C) prosecutor's office
- D) administrative court
- E) civil court

5.1 Individuals and (or) legal entities, authorized under the constituent documents or power of attorney to represent the interests of the employer or group of employers - ...:

- A) authorized state body for labour
- B) the territorial subdivision of the authorized state body for labour

- C) representatives of employers
- D) employees' representatives
- E) labour union

6.1 The bodies of the labour unions, associations, and (or) other individuals and (or) legal entities authorized by (selected) employees in accordance with the laws of the Republic of Kazakhstan - ...:

- A) authorized state body for labour
- B) the territorial subdivision of the authorized state body for labour
- C) representatives of employers
- D) employees' representatives
- E) prosecutor's office

7.1 A legal act in the form of a written agreement between a group of employees, their authorized representatives and the employer, which regulates social and labour relations in the organization and the procedure of development and conclusion of it established by the Labour Code of republic of Kazakhstan- ...:

- A) employment contract
- B) collective agreement
- C) act of employer
- D) conclusion of a conciliation commission
- E) mediation agreement

8.1 Permanent social partnership bodies are formed on the basis of such principle as:

- A) impermissibility of restriction of human and civil rights at work
- B) prohibition of discrimination, forced labour and the worst forms of child labour
- C) obligatoriness of participation of executive authorities' representatives, representatives of employers and employees' representatives in activity of the commissions
- D) freedom of labour
- E) the priority of the life and health of the employee

9.1 Permanent social partnership bodies are formed on the basis of such principle as:

- A) impermissibility of restriction of human and civil rights at work
- B) prohibition of discrimination, forced labour and the worst forms of child labour
- C) freedom of labour
- D) the equality of the parties
- E) the priority of the life and health of the employee

10.1 Permanent social partnership bodies are formed on the basis of such principle as:

- A) impermissibility of restriction of human and civil rights at work
- B) prohibition of discrimination, forced labour and the worst forms of child labour
- C) freedom of labour
- D) the competence of the parties

E) the priority of the life and health of the employee

11.1 Permanent social partnership bodies are formed on the basis of such principle as:

- A) impermissibility of restriction of human and civil rights at work
- B) prohibition of discrimination, forced labour and the worst forms of child labour
- C) freedom of labour
- D) the priority of the life and health of the employee
- E) mutual responsibility of the parties

12.1 Permanent social partnership bodies are formed on the basis of such principle as:

- A) impermissibility of restriction of human and civil rights at work
- B) prohibition of discrimination, forced labour and the worst forms of child labour
- C) balanced representation
- D) freedom of labour
- E) the priority of the life and health of the employee

13.1 Social partnership in the Republic of Kazakhstan is aimed at the following objectives:

- A) the establishment of an effective mechanism for regulation of the social, labour and economic relations related to them
- B) the economic growth
- C) the increase the production efficiency
- D) the increase the welfare
- E) the impermissibility of restriction of human and civil rights at work

14.1 Social partnership in the Republic of Kazakhstan is aimed at the following objectives:

- A) the impermissibility of restriction of human and civil rights at work
- B) the economic growth
- C) the increase the production efficiency
- D) the increase the welfare
- E) the promotion of social stability and social harmony, based on the objective consideration of the interests of all sectors of society;

15.1 Social partnership in the Republic of Kazakhstan is aimed at the following objectives:

- A) the impermissibility of restriction of human and civil rights at work
- B) the economic growth
- C) the assistance in ensuring the rights of employees in the workplace, the implementation of their social protection;
- D) the increase the welfare
- E) the increase the production efficiency

16.1 Social partnership in the Republic of Kazakhstan is aimed at the following objectives:

- A) the impermissibility of restriction of human and civil rights at work
- B) the economic growth
- C) the increase the welfare
- D) the contribution to the process of consultation and negotiation between the parties of social partnership, at all levels;
- E) the increase the production efficiency

17.1 Social partnership in the Republic of Kazakhstan is aimed at the following objectives:

- A) the impermissibility of restriction of human and civil rights at work
- B) the assistance to the resolution of collective labour disputes;
- C) the increase the welfare
- D) the economic growth
- E) the increase the production efficiency

18.1 Social partnership in the Republic of Kazakhstan is aimed at the following objectives:

- A) the impermissibility of restriction of human and civil rights at work
- B) the economic growth
- C) the increase the welfare
- D) the development of proposals for the implementation of state policy in the field of social and labour relations
- E) the increase the production efficiency

19.1 Permanent social partnership bodies are:

- A) republican commission, branch commission, regional commission
- B) republican commissions
- C) republican and branch commissions
- D) branch and regional commissions
- E) republican and regional commissions

20.1 Participants of the republican commission as permanent body of social partnership are:

- A) plenipotentiaries of the Government of the Republic of Kazakhstan
- B) plenipotentiaries of the republican associations of employees
- C) plenipotentiaries of the republican associations of employers
- D) plenipotentiaries of the republican associations of employees and employers
- E) plenipotentiaries of the Government of the Republic of Kazakhstan, the republican associations of employees, republican associations of employers

21.1 Participants of the branch commission as permanent body of social partnership are:

- A) plenipotentiaries of the authorized state bodies of the corresponding spheres of activity
- B) representatives of employers
- C) plenipotentiaries of the authorized state bodies of the corresponding spheres of activity, representatives of employees and employers
- D) representatives of employees
- E) representatives of employees and employers

22.1 Participants of the regional commission as permanent body of social partnership are:

- A) plenipotentiaries of the local executive bodies
- B) representatives of employers
- C) representatives of employees
- D) plenipotentiaries of the local executive bodies, representatives of employees and employers
- E) representatives of employees and employers

23.1 Plenipotentiaries of employees at the republican level are:

- A) republican associations of labour unions
- B) republican associations of labour unions and industrial labour unions
- C) industrial labour unions and territorial associations of labour unions
- D) territorial associations of labour unions
- E) republican associations of labour unions and territorial associations of labour unions

24.1 Plenipotentiaries of employees at the industrial level are:

- A) industrial labour unions
- B) republican associations of labour unions and industrial labour unions
- C) industrial labour unions and territorial associations of labour unions
- D) territorial associations of labour unions
- E) republican associations of labour unions and territorial associations of labour unions

25.1 Plenipotentiaries of employees at the regional level are:

- A) industrial labour unions
- B) republican associations of labour unions and industrial labour unions
- C) industrial labour unions and territorial associations of labour unions
- D) territorial associations of labour unions
- E) republican associations of labour unions and territorial associations of labour unions

26.1 Who has the right to initiate the negotiations on contents, conclusion, change, addition of the agreement in the sphere of the social partnership:

- A) the state, represented by the relevant executive bodies

- B) the employees and employers through their representative
- C) the state, represented by the relevant executive bodies, employees and employers through their representative
- D) the employees through their representative
- E) the employers through their representative

27.1 The parties, who have received written proposals on the start of negotiations from the other part, shall review them and start negotiations within:

- A) 3 running days
- B) 5 running days
- C) 7 running days
- D) 10 running days
- E) 15 running days

28.1 In case of disagreement between the parties on the certain provisions of the industry agreement, the parties must sign the industry agreement on agreed terms with drawing up the protocol of disagreement within:

- A) 1 month from the start of negotiations
- B) 2 months from the start of negotiations
- C) 3 months from the start of negotiations
- D) 6 months from the start of negotiations
- E) 10 months from the start of negotiations

29.1 Validity of an agreement is set by agreement between the parties or until conclusion of a new agreement, but can not exceed:

- A) 5 years
- B) 3 years
- C) 2 years
- D) 1 year
- E) 10 years

30.1 The industrial and regional agreements, signed by the parties with applications shall be sent for the notifying registration within:

- A) 3 days
- B) 5 days
- C) 7 days
- D) 10 days
- E) 15 days

31.1 Find the mistake. Agreements in the sphere of social partnership must include the following provisions:

- A) the period of validity
- B) the measure of control over the execution
- C) the procedure for making amendments and additions to the agreement

D) the responsibilities of the parties in the event of non-fulfillment of their obligations

E) the foreign experience of social partnership

32.1 Provision has to be provided by the general agreement:

A) assistance to employers and representatives of workers in settlement of labour disputes

B) about an order of consideration of bills in the field of the social and labour relations

C) about the basic principles of system of compensation of industry

D) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

E) about an order of consideration of program and strategic documents of the relevant industry

33.1 Provision has to be provided by the general agreement:

A) assistance to employers and representatives of workers in settlement of labour disputes

B) about labour market development, assistance of effective employment of the population

C) about the basic principles of system of compensation of industry

D) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

E) about an order of consideration of program and strategic documents of the relevant industry

34.1 Provision has to be provided by the general agreement:

A) assistance to employers and representatives of workers in settlement of labour disputes

B) about conditions and labour protection, industrial and ecological safety

C) about the basic principles of system of compensation of industry

D) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

E) about an order of consideration of program and strategic documents of the relevant industry

35.1 Provision has to be provided by the general agreement:

A) assistance to employers and representatives of workers in settlement of labour disputes

B) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

C) about the basic principles of system of compensation of industry

D) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

E) about an order of consideration of program and strategic documents of the relevant industry

36.1 Provision has to be provided by the general, industrial and regional agreements:

A) about an order of consideration of bills in the field of the social and labour relations

B) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

C) about labour market development, assistance of effective employment of the population

D) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

E) about actions for prevention and averting of the social and labour conflicts and strikes

37.1 Provision has to be provided by the general, industrial and regional agreements:

A) about an order of consideration of bills in the field of the social and labour relations

B) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

C) about labour market development, assistance of effective employment of the population

D) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

E) about development of social partnership and dialogue

38.1 Provision has to be provided only by the industrial agreements:

A) about an order of formation and activity of Council for safety and labour protection

B) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

C) about labour market development, assistance of effective employment of the population

D) about an order of formation and activity of group of observers for participation in development and adoption of agreements at the industrial and regional levels

E) about an order of consideration of bills in the field of the social and labour relations

39.1 Who shall control the implementation of the agreements in the sphere of the social partnership:

A) the state, represented by the relevant executive bodies

B) the employees and employers through their representative

C) the state, represented by the relevant executive bodies, employees and employers through their representative

- D) the employees through their representative
- E) the employers through their representative

40.1 The authorized state body for labour at the republican level, the authorized state bodies of the relevant sphere of activity on the industrial and local executive bodies at the regional level, must officially publish the agreement during:

- A) 30 days from the day of its signing
- B) 15 days from the day of its signing
- C) 10 days from the day of its signing
- D) 7 days from the day of its signing
- E) 5 days from the day of its signing

41.1 The parties of a collective agreement are:

- A) the state and employees' representatives
- B) the state and representatives of employer
- C) participants of social partnership
- D) the state and employer and employees by their duly authorized representatives in accordance with the established procedure
- E) the employer and employees by their duly authorized representatives in accordance with the established procedure

42.1 Who can be the initiator of collective bargainings and the conclusions of the collective agreement?

- A) only employees' representatives
- B) only representatives of employer
- C) any participants of social partnership
- D) any of the party
- E) the state

43.1 The party, taking a notice from the other party with a proposal to start negotiations on conclusion of a collective agreement, shall consider it and enter into negotiations within:

- A) 30 days
- B) 15 days
- C) 10 days
- D) 7 days
- E) 5 days

44.1 How many collective agreements can be in one organization?

- A) 1
- B) 2
- C) to the discretion of employees
- D) to the discretion of employer
- E) the number of collective agreements in one organization is not limited by the law

45.1 How many collective agreements can be in one organization?

- A) in one copy
- B) at least in two copies
- C) at least in three copies
- D) to the discretion of employees
- E) to the discretion of employer

46.1 In case of disagreement between the parties on the certain provisions of the collective agreement, the parties must sign a collective agreement on the agreed terms, with drawing up the protocol of disagreement within:

- A) 3 days of the start of collective bargaining
- B) 10 days of the start of collective bargaining
- C) 15 days of the start of collective bargaining
- D) 1 month of the start of collective bargaining
- E) 2 months of the start of collective bargaining

47.1 The employer is obligated to present the collective agreement signed by the parties to labour inspection local authority for monitoring within:

- A) 3 days from the day of its signing
- B) 10 days from the day of its signing
- C) 15 days from the day of its signing
- D) 1 month from the day of its signing
- E) 2 months from the day of its signing

48.1 The collective agreement joins one of the following provisions:

- A) about labour market development, assistance of effective employment of the population
- B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes
- C) on the rate setting, forms and systems of remuneration, wage rates and salaries, allowances and bonuses to employees, including those, who engaged in heavy work or work under harmful (particularly harmful) and (or) hazardous working conditions
- D) about development of social partnership and dialogue
- E) about an order of formation and activity of Council for safety and labour protection

49.1 The collective agreement joins one of the following provisions:

- A) about labour market development, assistance of effective employment of the population
- B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes
- C) on the setting of job evaluation factors
- D) about development of social partnership and dialogue

E) about an order of formation and activity of Council for safety and labour protection

50.1 The collective agreement joins one of the following provisions:

A) about labour market development, assistance of effective employment of the population

B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

C) on the duration of working hours and rest periods, the leave

D) about development of social partnership and dialogue

E) about an order of formation and activity of Council for safety and labour protection

51.1 The collective agreement joins one of the following provisions:

A) about labour market development, assistance of effective employment of the population

B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

C) on the creation of healthy, safe working and living conditions, on the amount of funding for safety and labour protection, on the improvement of health care

D) about development of social partnership and dialogue

E) about an order of formation and activity of Council for safety and labour protection

52.1 The collective agreement joins one of the following provisions:

A) about labour market development, assistance of effective employment of the population

B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

C) about an order of formation and activity of Council for safety and labour protection

D) about development of social partnership and dialogue

E) about creation of conditions for activity of labor union

53.1 The collective agreement joins one of the following provisions:

A) about labour market development, assistance of effective employment of the population

B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes

C) about an order of formation and activity of Council for safety and labour protection

D) about development of social partnership and dialogue

E) about an order of amendments and additions in the collective agreement

54.1 The collective agreement joins one of the following provisions:

- A) about labour market development, assistance of effective employment of the population
- B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes
- C) about an order of formation and activity of Council for safety and labour protection
- D) about development of social partnership and dialogue
- E) about the acts of the employer demanding consideration to the opinion of employees' representatives

55.1 The collective agreement joins one of the following provisions:

- A) about labour market development, assistance of effective employment of the population
- B) about an order of formation and activity of Council for questions of prevention and permission of collective labour disputes
- C) about an order of formation and activity of Council for safety and labour protection
- D) about development of social partnership and dialogue
- E) about an admission order to hard work, works with harmful and (or) hazardous working conditions of the persons which reached a retirement age

56.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population
- B) on the order of wage indexation
- C) on the setting of job evaluation factors
- D) about development of social partnership and dialogue
- E) on the duration of working hours and rest periods, the leave

57.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population
- B) on improving the organization of labour and increasing production efficiency
- C) on the setting of job evaluation factors
- D) about development of social partnership and dialogue
- E) on the duration of working hours and rest periods, the leave

58.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population

- B) on the regulation of labour order and labour discipline
- C) on the setting of job evaluation factors
- D) about development of social partnership and dialogue
- E) on the duration of working hours and rest periods, the leave

59.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population
- B) on the provision of employment, training, advanced training, retraining and employment of redundant employees
- C) on the setting of job evaluation factors
- D) about development of social partnership and dialogue
- E) on the duration of working hours and rest periods, the leave

60.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population
- B) on the improvement of housing and living conditions of employees
- C) on the setting of job evaluation factors
- D) about development of social partnership and dialogue
- E) on the duration of working hours and rest periods, the leave

61.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population
- B) about development of social partnership and dialogue
- C) on the setting of job evaluation factors
- D) on the rehabilitation, health resort treatment and rest of employees
- E) on the duration of working hours and rest periods, the leave

62.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

- A) about labour market development, assistance of effective employment of the population
- B) about development of social partnership and dialogue
- C) on the setting of job evaluation factors
- D) on the accounting of treatment of the reasoned opinion of the body of a labour union organization in the termination of the labour contract with the employees, who are members of a labour union
- E) on the duration of working hours and rest periods, the leave

63.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

A) about labour market development, assistance of effective employment of the population

B) about development of social partnership and dialogue

C) on the setting of job evaluation factors

D) on payment of maternity leave, vacation to employees that adopt a newborn child (ren), while maintaining the average salary less the amount of social benefits in the event of loss of income due to pregnancy and childbirth, adoption of a newborn child (ren), carried out in accordance with the legislation of the Republic of Kazakhstan on compulsory social insurance

E) on the duration of working hours and rest periods, the leave

64.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

A) about labour market development, assistance of effective employment of the population

B) about development of social partnership and dialogue

C) on the setting of job evaluation factors

D) on the responsibility of the employees and the employer for the damage, caused by them

E) on the duration of working hours and rest periods, the leave

65.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

A) about labour market development, assistance of effective employment of the population

B) about development of social partnership and dialogue

C) on the setting of job evaluation factors

D) on the optional (voluntary) professional pension contributions

E) on the duration of working hours and rest periods, the leave

66.1 The collective agreement may include mutual obligations of employees and employers on the one of the following questions:

A) about labour market development, assistance of effective employment of the population

B) about development of social partnership and dialogue

C) on the setting of job evaluation factors

D) on the guarantees of medical insurance for employees and their families, and on the protection of the environment

E) on the duration of working hours and rest periods, the leave

67.1 The collective agreement is concluded for the:

A) 1 year

- B) 2 years
 - C) 3 years
 - D) 5 years
 - E) period, determined by the parties
- *****

68.1 The collective agreement should not worsen the situation of employees in comparison with the labour legislation, general, regional and industrial agreements. Such provisions are deemed as:

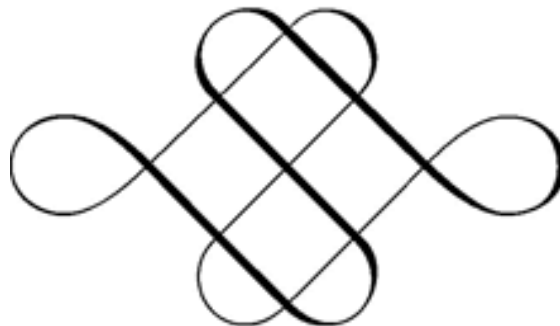
- A) invalid and shall not apply
 - B) valid and shall apply
 - C) invalid, but shall apply
 - D) valid, but shall not apply
 - E) valid or invalid to the discretion of employer
- *****

69.1 As a general rule, unless otherwise provided by the provisions of the collective agreement, it shall come into force:

- A) from the date of its signature
 - B) in 3 days from the date of its signing
 - C) in 10 days from the date of its signing
 - D) in 5 days from the date of its signing
 - E) in a month from the date of its signing
- *****

70.1 At liquidation of the organization and declaring it bankrupt, the collective agreement shall be terminated from the date of:

- A) judgment in bankruptcy
 - B) coming into a legal force of a judgment in bankruptcy
 - C) the collective agreement
 - D) termination of the employment contracts with all employees
 - E) striking off the legal entities register
- *****



Topic 6 Consideration of the individual and collective labour disputes.

1.1 The body that is created by an agreement between the employer and employees (or their representatives) for adjustment of collective labour disputes through conciliation - ...:

- A) the mediator
- B) conciliation commission
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

2.1 An individual or legal entity engaged by labour parties to provide services in resolving of labour dispute - ...:

- A) the mediator
- B) conciliation commission
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

3.1 A temporarily acting body, established by the parties of the collective labour dispute and involving persons authorized to resolve a labour dispute, if agreement is not reached in the conciliation commission- ...:

- A) the mediator
- B) conciliation commission
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

4.1 A consequential consideration of a collective labour dispute initially in a conciliation commission and if no agreement is in it - in a labour arbitration - ...:

- A) the mediator
- B) conciliation commission
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

5.1 The disagreements between the employee (employees) and the employer (employers) on the application of the labour legislation of the Republic of Kazakhstan, execution or change the terms of agreements, labour and (or) collective contracts, acts of the employer - ...:

- A) the strike
- B) labour dispute
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

6.1 An assistance to the population in employment, exerted by the authorized body on employment as well as by private employment agency - ...:

- A) the strike
- B) labour dispute
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

7.1 A total or partial cessation of work in order to meet their social, economic and professional requirements in the collective labour dispute with the employer - ...:

- A) the strike
- B) labour dispute
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

8.1 As a general rule, individual labour disputes are considered by the:

- A) the mediator
- B) conciliation commission
- C) labour mediation
- D) labour arbitration
- E) conciliation procedures

9.1 Individual labor disputes are considered by conciliation commissions, and on outstanding issues or non-execution of decisions of conciliation commission are considered by the:

- A) labour inspector
- B) mediator
- C) prosecutor office
- D) labour arbitration
- E) court

10.1 The commission must register the application, submitted to the conciliation commission:

- A) within a day of the application's arrival
- B) on the day after the day on which the application's arrival
- C) in the next 2days after the day on which the application's arrival
- D) in the next 3days after the day on which the application's arrival
- E) in the next 7days after the day on which the application's arrival

11.1 The conciliation commission shall consider the labour dispute:

- A) within 5 working days from the date of application's registration
- B) within 7 working days from the date of application's registration

- C) within 10 working days from the date of application's registration
- D) within 15 working days from the date of application's registration
- E) within 30 working days from the date of application's registration

12.1 The conciliation commission shall issue a decision to the applicant within:

- A) 3 days from the day of its adoption
- B) 5 days from the day of its adoption
- C) 7 days from the day of its adoption
- D) 10 days from the day of its adoption
- E) 15 days from the day of its adoption

13.1 In case of non-execution of the decision of conciliation commission by the specified time the employee or the employer has the right to appeal to the:

- A) labour inspector
- B) mediator
- C) prosecutor office
- D) labour arbitration
- E) court

14.1 The following date shall be established for the application to the conciliation commission on the disputes for reinstatement in a job:

- A) 1 month from the date of giving the copy of the act of the employer to terminate the employment contract
- B) 2 months from the date of giving the copy of the act of the employer to terminate the employment contract
- C) 3 months from the date of giving the copy of the act of the employer to terminate the employment contract
- D) 6 months from the date of giving the copy of the act of the employer to terminate the employment contract
- E) a year from the date of giving the copy of the act of the employer to terminate the employment contract

15.1 The following date shall be established for the application to the court on the disputes for reinstatement in a job:

- A) 1 month from the date of giving the copy of the act of the employer to terminate the employment contract
- B) 2 months from the date of giving the copy of the act of the employer to terminate the employment contract
- C) 3 months from the date of giving the copy of the act of the employer to terminate the employment contract
- D) 6 months from the date of giving the copy of the act of the employer to terminate the employment contract
- E) a year from the date of giving the copy of the act of the employer to terminate the employment contract

16.1 The following date shall be established for the application to the conciliation commission or a court on the labour disputes except the disputes for reinstatement in a job:

- A) 1 month from the day, when the employee or the employer knew or should have known about the violation of his (her) rights
- B) 2 months from the day, when the employee or the employer knew or should have known about the violation of his (her) rights
- C) 3 months from the day, when the employee or the employer knew or should have known about the violation of his (her) rights
- D) 6 months from the day, when the employee or the employer knew or should have known about the violation of his (her) rights
- E) a year from the day, when the employee or the employer knew or should have known about the violation of his (her) rights

17.1 The employee, who was restored at previous work, for all the time of enforced idleness (suspension from work), shall be paid:

- A) unemployment compensation
- B) average wage
- C) minimum wage
- D) tariff rate (salary)
- E) penal sum

18.1 The employee, who was restored at previous work, shall be paid the average salary paid for all the time of enforced idleness (suspension from work), but no more than:

- A) 3 months
- B) 6 months
- C) 9 months
- D) 10 months
- E) 12 months

19.1 The employee, who was restored at previous work, shall be paid the difference in salary for the time of execution of lower paid job, but no more than:

- A) 3 months
- B) 6 months
- C) 9 months
- D) 10 months
- E) 12 months

20.1 The decision of the body considering the individual labour dispute to restore the employee to his (her) previous job shall be executed:

- A) immediately
- B) in the next 2 days after the adoption of decisions

- C) in the next 3 days after the adoption of decisions
- D) in the next 7 days after the adoption of decisions
- E) in the next 10 days after the adoption of decisions

21.1 At a delay of the execution of the decision on reinstatement by the employer, the body considering the individual labour dispute shall decide to pay the employee the:

- A) unemployment compensation
- B) average wage or the wage differences for delay of execution of the decision
- C) minimum wage or the wage differences for delay of execution of the decision
- D) tariff rate (salary) or the wage differences for delay of execution of the decision
- E) penal sum

22.1 Collective labour dispute is arising from the date of:

- A) oral statement to the employer on the employees' requirements
- B) oral statement to the social inspector for labour protection
- C) written notice to the employer on the employees' requirements
- D) written statement to the social inspector for labour protection or to the employer on the employees' requirements
- E) oral or written notice to the court

23.1 The employer is obliged to consider the requirements put forward by employees no later than:

- A) 15 working days
- B) 10 working days
- C) 7 working days
- D) 5 working days
- E) 3 working days

24.1 The employers' association is obliged to consider the requirements put forward by employees no later than:

- A) 15 working days
- B) 10 working days
- C) 7 working days
- D) 5 working days
- E) 3 working days

25.1 As the sequence established by the Labour code of the Republic of Kazakhstan, the first body resolves collective labor disputes is:

- A) the mediator
- B) conciliation commission
- C) court
- D) labour arbitration
- E) employer (employers' association)

26.1 As the sequence established by the Labour code of the Republic of Kazakhstan, the second body resolves collective labor disputes is:

- A) the mediator
- B) conciliation commission
- C) court
- D) labour arbitration
- E) employer (employers' association)

27.1 As the sequence established by the Labour code of the Republic of Kazakhstan, the third body resolves collective labor disputes is:

- A) the mediator
- B) conciliation commission
- C) court
- D) labour arbitration
- E) employer (employers' association)

28.1 As the sequence established by the Labour code of the Republic of Kazakhstan, the fourth body resolves collective labor disputes is:

- A) the mediator
- B) conciliation commission
- C) court
- D) labour arbitration
- E) employer (employers' association)

29.1 Employees' requirements for establishing and changing the working conditions and remuneration, conclusion, amendment and implementation of collective contracts and agreements between employees and employers, employers' association are formed and approved at:

- A) a general meeting (conference) of employees
- B) a general meeting (conference) of employers
- C) a general meeting (conference) of employers' association
- D) a general meeting (conference) of labour arbitration
- E) at a meeting with a mediator

30.1 Meeting of employees is considered as legally competent, if it is attended by:

- A) all employees of the organization
- B) not less than two thirds of the total number of employees of the organization
- C) more than half of the total number of employees of the organization
- D) not less than three fourth of the total number of employees of the organization
- E) no more than one fourth of the total number of employees of the organization

31.1 Conference is considered as legally competent, if it is attended by:

- A) all of delegates elected by the employees in accordance with the protocol solutions

- B) not less than two thirds of delegates elected by the employees in accordance with the protocol solutions
- C) more than half of delegates elected by the employees in accordance with the protocol solutions
- D) not less than three fourth of delegates elected by the employees in accordance with the protocol solutions
- E) no more than one fourth of delegates elected by the employees in accordance with the protocol solutions organization

32.1 Solutions of the employees' meeting (conference) shall be deemed, if:

- A) all of participants voted
- B) not less than two thirds of participants voted
- C) more than half of participants voted
- D) not less than three fourth of participants voted
- E) no more than one fourth of participants voted

33.1 At any stage of consideration of the collective labour dispute, the parties may apply to the:

- A) the mediator
- B) conciliation commission
- C) court
- D) labour arbitration
- E) employer (employers' association)

34.1 The conciliatory commission considers requirements of workers (their representatives) no later than:

- A) 3 working days from the date of their receipt in time
- B) 5 working days from the date of their receipt in time
- C) 7 working days from the date of their receipt in time
- D) 10 working days from the date of their receipt in time
- E) 15 working days from the date of their receipt in time

35.1 The commission's decision shall be based on the agreement of the parties and executed by the:

- A) protocol, which is signed by the representatives of the parties and are binding to the parties
- B) declaration, which is signed by the representatives of the parties and are binding to the parties
- C) contract, which is signed by the representatives of the parties and are binding to the parties
- D) notification, which is signed by the representatives of the parties and are binding to the parties
- E) act of employer, which is signed by the representatives of the parties and are binding to the parties

36.1 If there are no agreement in the conciliation commission, its work is stopped and:

- A) the dispute is brought to the court
- B) the dispute is transferred to the prosecutor office
- C) the dispute is transferred to local executive body (akimat)
- D) for resolution of the dispute is created the labour arbitration
- E) the dispute is transferred to state labour inspection

37.1 The labour arbitration is created by the parties of the collective labour dispute within:

- A) 3 working days from the date of termination of the conciliation commission
- B) 5 working days from the date of termination of the conciliation commission
- C) 7 working days from the date of termination of the conciliation commission
- D) 10 working days from the date of termination of the conciliation commission
- E) 15 working days from the date of termination of the conciliation commission

38.1 The labour arbitration decision shall be taken no later than:

- A) 3 working days from the date of its creation by a majority vote of the arbitration
- B) 5 working days from the date of its creation by a majority vote of the arbitration
- C) 7 working days from the date of its creation by a majority vote of the arbitration
- D) 10 working days from the date of its creation by a majority vote of the arbitration
- E) 15 working days from the date of termination of its creation by a majority vote of the arbitration

39.1 Whose voice is decisive if the votes of members of the labour arbitration are equal:

- A) the mediator's vote
- B) the chairman's of the labour arbitration vote
- C) the prosecutor's vote
- D) the employer's vote
- E) the labour inspector's vote

40.1 The creation of the labour arbitration is obligatory, if there is no agreement between the parties of a collective labour dispute in the conciliation commission of the organizations:

- A) which are non-profit (noncommercial) legal entities
- B) which are commercial legal entities
- C) which are economic partnerships
- D) which are National joint stock companies
- E) where strikes are prohibited or restricted by the law

41.1 In case of non-execution of the decision of labour arbitration at the scheduled time the parties have the right to resolve a dispute:

- A) in a court
- B) in a prosecutor office
- C) in a local executive body (akimat)
- D) in a conciliation commission
- E) in a state labour inspection

42.1 The members of the conciliation commission at the time of participation in the negotiations on the settlement of collective labour disputes:

- A) shall be exempted from work with payment of the average wage
- B) shall be exempted from work with payment of the minimum wage
- C) shall be exempted from work with preservation of the wage
- D) shall not be exempted from work
- E) shall be exempted from work without preservation of the wage

43.1 In the period of settlement of a collective labour dispute without the prior consent of the body, authorized them to the representation the representatives of employees, their associations, involved in the resolution of collective labour disputes cannot:

- A) be awarded with the state awards
- B) get a cash bonus from the employer
- C) receive compensation for the harm done to health
- D) be subjected to disciplinary sanction
- E) marry

44.1 In the period of settlement of a collective labour dispute without the prior consent of the body, authorized them to the representation the representatives of employees, their associations, involved in the resolution of collective labour disputes cannot:

- A) be awarded with the state awards
- B) get a cash bonus from the employer
- C) receive compensation for the harm done to health
- D) transfer to another job
- E) marry

45.1 In the period of settlement of a collective labour dispute without the prior consent of the body, authorized them to the representation the representatives of employees, their associations, involved in the resolution of collective labour disputes cannot:

- A) be awarded with the state awards
- B) get a cash bonus from the employer
- C) receive compensation for the harm done to health
- D) be terminated the labour contracts with employee by the employer
- E) marry

46.1 Employees may decide to go on strike:

- A) only if through the conciliation procedures failed to achieve a resolution of collective labour disputes
- B) only in cases of employer's deviation from the conciliation procedures
- C) failure to perform agreements, made in the settlement of a collective labour dispute
- D) if through the conciliation procedures failed to achieve a resolution of collective labour disputes, as well as in cases of employer's deviation from the conciliation procedures
- E) if through the conciliation procedures failed to achieve a resolution of collective labour disputes, as well as in cases of employer's deviation from the conciliation procedures or failure to perform agreements, made in the settlement of a collective labour dispute

47.1 The decision to go on strike is adopted:

- A) by conciliation commission
- B) by mediator
- C) at the meeting (conference) of employees (their representatives)
- D) by labour arbitration
- E) at the meeting (conference) of employers (their representatives)

48.1 As a general rule, the strike is led by the body, authorized by the employees (their representatives):

- A) the conciliation commission
- B) the mediator
- C) the labour arbitration
- D) the labour union
- E) the strike committee

49.1 The employer, association of employers (or their representatives) must be notified by the authorized body on the beginning of the strike and its possible duration, in writing no later than:

- A) 7 working days before its proclamation
- B) 5 running days before its proclamation
- C) 5 working days before its proclamation
- D) 3 running days before its proclamation
- E) 3 working days before its proclamation

50.1 It is specified in the decision on holding a strike:

- A) the number of full-time staff of the organization
- B) qualification requirements to employees
- C) the list of disagreements between the parties, which are the basis for the strike
- D) the list of full-time staff of the organization
- E) the list of staff of HR department

51.1 It is specified in the decision on holding a strike:

- A) the number of full-time staff of the organization
- B) qualification requirements to employees
- C) the date, place and time of the strike, the expected number of participants
- D) the list of full-time staff of the organization
- E) the list of staff of HR department

52.1 It is specified in the decision on holding a strike:

- A) the number of full-time staff of the organization
- B) qualification requirements to employees
- C) the expected number of participants
- D) the list of full-time staff of the organization
- E) the list of staff of HR department

53.1 It is specified in the decision on holding a strike:

- A) the number of full-time staff of the organization
- B) qualification requirements to employees
- C) the name of the body heading the strike
- D) the list of full-time staff of the organization
- E) the list of staff of HR department

54.1 It is specified in the decision on holding a strike:

- A) the number of full-time staff of the organization
- B) qualification requirements to employees
- C) the composition of employee representatives, authorized to participate in the conciliation proceedings
- D) the list of full-time staff of the organization
- E) the list of staff of HR department

55.1 It is specified in the decision on holding a strike:

- A) the number of full-time staff of the organization
- B) qualification requirements to employees
- C) the proposals for minimum of necessary work (services), performed at the time of the strike
- D) the list of full-time staff of the organization
- E) the list of staff of HR department

56.1 The body, heading a strike has the right to:

- A) analyze the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention
- B) monitor the collective contracts, submitted by employers
- C) define the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) represent the interests of the employees in the relationship with the employer, association of employers (or their representatives), state, trade union, and other legal entities and officials on the resolution of the submitted claims

E) develop the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

57.1 The body, heading a strike has the right to:

A) analyze the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

B) monitor the collective contracts, submitted by employers

C) define the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) receive from the employer, representatives of the employers (their representatives) the information on issues, affecting the interests of the employees

E) develop the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

58.1 The body, heading a strike has the right to:

A) analyze the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

B) monitor the collective contracts, submitted by employers

C) define the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) illustrate the process of consideration of the employees' claims in the media

E) develop the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

59.1 The body, heading a strike has the right to:

A) analyze the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

B) monitor the collective contracts, submitted by employers

C) define the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) invite experts to give an opinion on controversial issues

E) develop the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

60.1 The body, heading a strike has the right to:

A) analyze the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

B) monitor the collective contracts, submitted by employers

C) define the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) suspend the strike, with the consent of the employees (their representatives)

E) develop the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

61.1 Strikes shall be illegal:

A) in the organizations, providing the life activity of the population (public transport, water supply, electricity, heat, communication) in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

B) in the period of martial law or state of emergency or special measures, in accordance with the laws on the state of emergency

C) in the organizations of railway transport, civil aviation, in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

D) in the organizations of health care in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

E) on a continuously operating production, suspension of which is associated with serious and dangerous consequences in case of non-compliance with the conditions if the continuous operation of the main equipment and mechanisms is maintained

62.1 Strikes shall be illegal:

A) in the organizations, providing the life activity of the population (public transport, water supply, electricity, heat, communication) in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

B) in the bodies and organizations of the Armed Forces of the Republic of Kazakhstan and other military units and organizations, responsible for national defense, state security, rescue, search and rescue, fire protection, prevention or elimination of emergency situations

C) in the organizations of railway transport, civil aviation, in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

D) in the organizations of health care in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

E) on a continuously operating production, suspension of which is associated with serious and dangerous consequences in case of non-compliance with the conditions if the continuous operation of the main equipment and mechanisms is maintained

63.1 Strikes shall be illegal:

A) in the organizations, providing the life activity of the population (public transport, water supply, electricity, heat, communication) in the case if the list and scope of

services necessary for population, which are determined on the basis of prior agreement with the local executive body

B) in special state and law enforcement agencies, in organizations that are hazardous production facilities, at the stations of emergency medical care

C) in the organizations of railway transport, civil aviation, in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

D) in the organizations of health care in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

E) on a continuously operating production, suspension of which is associated with serious and dangerous consequences in case of non-compliance with the conditions if the continuous operation of the main equipment and mechanisms is maintained

64.1 Strikes shall be illegal:

A) in the organizations, providing the life activity of the population (public transport, water supply, electricity, heat, communication) in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

B) in case of proclaiming without deadlines, the procedures and requirements, provided in the Labour Code of the republic of Kazakhstan

C) in the organizations of railway transport, civil aviation, in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

D) in the organizations of health care in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

E) on a continuously operating production, suspension of which is associated with serious and dangerous consequences in case of non-compliance with the conditions if the continuous operation of the main equipment and mechanisms is maintained

65.1 Strikes shall be illegal:

A) in the organizations, providing the life activity of the population (public transport, water supply, electricity, heat, communication) in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

B) in cases, where it poses a real threat to the life or health of people

C) in the organizations of railway transport, civil aviation, in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

D) in the organizations of health care in the case if the list and scope of services necessary for population, which are determined on the basis of prior agreement with the local executive body

E) on a continuously operating production, suspension of which is associated with serious and dangerous consequences in case of non-compliance with the conditions if the continuous operation of the main equipment and mechanisms is maintained

66.1 The decision on the recognition of the strike as illegal is made by the:

- A) court
- B) conciliation commission
- C) mediator
- D) labour arbitration
- E) employer (employers' association)

67.1 The decision on the recognition of the strike as illegal is made by the court at the request of:

- A) the prosecutor only
- B) the employer or mediator
- C) the mediator only
- D) the employer or prosecutor
- E) the employer only

68.1 Who has the right to suspend the strike before adoption of the decision about this in case of a direct threat to human life and health?

- A) the prosecutor only
- B) the prosecutor or employer
- C) the mediator only
- D) the prosecutor or court
- E) the employer only

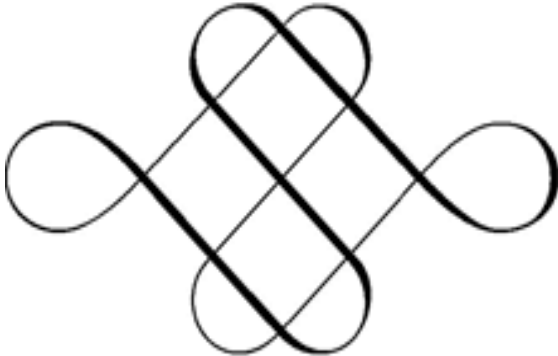
69.1 Find the mistake. At the time of the strike, the employee is retained:

- A) the job (position)
- B) the right to the payment of social security benefits
- C) labour experience
- D) the right to the compensation for the damage caused to health in connection with the performance of duties
- E) the right to the wages

70.1 The termination of the employment contracts with the employees on the initiative of the employer, in connection with their participation in the collective labour dispute or strike, except the case, provided by the Labour Code of the republic of Kazakhstan is - :

- A) the lockout

- B) the downtime
- C) the disciplinary sanction
- D) the criminal offence
- E) the administrative sanction



Topic 7 Safety and labour protection.

1.1 The state of security of workers, provided by complex measures that exclude the impact of harmful and (or) safety hazards to workers in the workplace - ...:

- A) labour protection
- B) safety standards
- C) labour safety
- D) standards of health and safety
- E) labour hygiene

2.1 Security system for health and safety at the workplace, which includes legal, social, economic, organizational, technical, sanitary and epidemiological, treatment and prevention, rehabilitation and other activities and means

- ...:

- A) labour protection
- B) safety standards
- C) labour safety
- D) standards of health and safety
- E) labour hygiene

3.1 Ergonomic, sanitary-epidemiological, psychophysiological and other requirements to ensure normal working conditions - ...:

- A) labour protection
- B) safety standards
- C) labour safety
- D) standards of health and safety
- E) labour hygiene

4.1 A set of sanitary-epidemiological measures and means to preserve the health of workers, prevention of adverse effects of the work environment and the work process

- ...:

- A) labour protection
- B) safety standards
- C) labour safety
- D) standards of health and safety
- E) labour hygiene

5.1 Qualitative and quantitative indicators of the conditions of production, production and labour process in terms of organizational, technical, sanitary, biological and other rules, regulations, procedures and criteria to preserve the life and health of employees in the process of their employment- ...:

- A) labour protection
- B) safety standards
- C) labour safety
- D) standards of health and safety

E) labour hygiene

6.1 Compliance of the labour process and working environment to the requirements of safety and protection of labour in the performance of the employment duties - ...:

- A) safety conditions
- B) personal protective equipment (PPE)
- C) special clothing
- D) collective protection equipment
- E) production equipment

7.1 Clothes, shoes, hat, gloves, and other items intended to protect workers from the harmful and (or) hazardous working factors - ...:

- A) safety conditions
- B) personal protective equipment (PPE)
- C) special clothing
- D) collective protection equipment
- E) production equipment

8.1 Means, designed to protect workers from exposure to harmful and (or) hazardous operational factors, including special clothing- ...:

- A) safety conditions
- B) personal protective equipment (PPE)
- C) special clothing
- D) collective protection equipment
- E) production equipment

9.1 Equipment designed for simultaneous protection of two or more employees from the effects of harmful and (or) hazardous production factors - ...:

- A) safety conditions
- B) personal protective equipment (PPE)
- C) special clothing
- D) collective protection equipment
- E) production equipment

10.1 Machines, equipment, appliances, apparatus, instruments and other technical facilities necessary for work and production - ...:

- A) safety conditions
- B) personal protective equipment (PPE)
- C) special clothing
- D) collective protection equipment
- E) production equipment

11.1 Production factor, the impact of which on the employee can lead to disease or reducing the working capacity and (or) negative effect on the health of offspring - ...:

- A) harmful production factor
- B) occupational disease
- C) hazardous production factor
- D) work accident
- E) work injury

12.1 Production factor, the impact of which on the worker may result in temporary or permanent disability (occupational injury or illness) or death - ...:

- A) harmful production factor
- B) occupational disease
- C) hazardous production factor
- D) work accident
- E) work injury

13.1 Impact on the employee the harmful and (or) hazardous factors in the performance of labour (service) duties or tasks of the employer, which resulted in a work accident, a sudden health deterioration or poisoning of the employee, which led him (her) to a temporary or permanent disability, occupational disease or death- ...:

- A) harmful production factor
- B) occupational disease
- C) hazardous production factor
- D) work accident
- E) work injury

14.1 Injury to the health of the employee, obtained by the performance of his (her) duties and led to the loss of ability to work - ...:

- A) harmful production factor
- B) occupational disease
- C) hazardous production factor
- D) work accident
- E) work injury

15.1 Chronic or acute disease caused by exposure to employee the harmful factors, in connection with the performance by an employee of the labour (official) duties - ...:

- A) harmful production factor
- B) occupational disease
- C) hazardous production factor
- D) work accident
- E) work injury

16.1 Working conditions, created by the employer, in which the exposure of worker to harmful and (or) hazardous factors is missing or the level of their exposure does not exceed safety standards - ...:

- A) harmful production factor
- B) safe working conditions
- C) heavy work
- D) harmful labour (particularly harmful) conditions
- E) hazardous working conditions

17.1 Types activities of the employee related to the permanent movement, displacement and hand transportation of weights (ten kilograms or more) and require more physical effort (energy expenditure of more than 250 kcal / h) - ...:

- A) harmful production factor
- B) safe working conditions
- C) heavy work
- D) harmful labour (particularly harmful) conditions
- E) hazardous working conditions

18.1 Conditions under which the exposure of certain industrial or non-correctable natural factors leads in the case of non-compliance with safety rules to injury, occupational disease, sudden health deterioration or poisoning of workers, resulting in temporary or permanent loss of ability to work, occupational disease or death - ...:

- A) harmful production factor
- B) safe working conditions
- C) heavy work
- D) harmful labour (particularly harmful) conditions
- E) hazardous working conditions

19.1 Conditions, under which the impact of certain production factors leads to decrease the working capacity or illness of the employee or negative effect on the health of his (her) offspring - ...:

- A) harmful production factor
- B) safe working conditions
- C) heavy work
- D) harmful labour (particularly harmful) conditions
- E) hazardous working conditions

20.1 A system of observations on health and safety at work and the assessment and forecast of the occupational health and safety - ...:

- A) specialized organizations for the certification of production facilities
- B) monitoring of safety and protection the labour
- C) production necessity
- D) certification of production facilities under the terms of labour
- E) hazardous production factor

21.1 Organizations, carrying out the certification of production facilities in terms of labour, with qualified staff and having laboratories for laboratory and instrumental survey of working-environment factors and working conditions or having contracts with organizations holding such laboratories- ...:

- A) specialized organizations for the certification of production facilities
- B) monitoring of safety and protection the labour
- C) production necessity
- D) certification of production facilities under the terms of labour
- E) hazardous production factor

22.1 A system of sanitary and hygienic, organizational and technical means to prevent or reduce the exposure of the harmful production factors to workers - ...:

- A) specialized organizations for the certification of production facilities
- B) monitoring of safety and protection the labour
- C) production necessity
- D) certification of production facilities under the terms of labour
- E) industrial sanitation

23.1 Activity for assessment of the production facilities (shops, sites, workplaces, and other freestanding units of employers, carrying out industrial activity) in order to determine the conditions of safety, hazards, heaviness, intensity of work on them, labour hygiene and determining the conditions of the work environment to the standards in the field of safety and protection of labour - ...:

- A) specialized organizations for the certification of production facilities
- B) monitoring of safety and protection the labour
- C) production necessity
- D) certification of production facilities under the terms of labour
- E) hazardous production factor

24.1 Works to prevent or eliminate a natural disaster, accident or immediate control of their consequences, in order to prevent accidents, downtime, loss or damage to property and in other exceptional cases and to replace the absent employee- ...:

- A) specialized organizations for the certification of production facilities
- B) monitoring of safety and protection the labour
- C) production necessity
- D) certification of production facilities under the terms of labour
- E) industrial sanitation

25.1 State regulation in the field of safety and labor protection includes:

- A) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention
- B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the development and adoption of the regulatory legal acts of the Republic of Kazakhstan in the field of safety and labour protection

E) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

26.1 State regulation in the field of safety and labor protection includes::

A) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the establishment and implementation of the systems of economic incentives of work to develop and improve the conditions, work safety and labour protection, and the development and introduction of the safe equipment and technology, the production of the means of labour protection, the individual and collective protection of employees

E) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

27.1 State regulation in the field of safety and labor protection includes::

A) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the conducting research on safety and labour protection, taking into account the advanced domestic and foreign experience on improvement of conditions and labour protection

E) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

28.1 State regulation in the field of safety and labor protection includes::

A) the establishment of a uniform procedure for accounting the industrial accidents and occupational diseases

B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

E) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

29.1 State regulation in the field of safety and labor protection includes::

A) the state supervision and monitoring of compliance with the legislation of the Republic of Kazakhstan in the field of safety and labour protection

B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

E) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

30.1 State regulation in the field of safety and labor protection includes:

A) the protection of the legitimate interests of employees, affected by the industrial accidents and occupational diseases, as well as the members of their families

B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

E) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

31.1 State regulation in the field of safety and labor protection includes:

A) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees

B) the monitoring of the collective contracts, submitted by employers

C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition

D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention

E) the establishment of guarantees and compensations for the hard work and work in harmful (particularly harmful) or hazardous working conditions, not removable at the current technical level of production and labour organization

32.1 State regulation in the field of safety and labor protection includes:

- A) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees
 - B) the monitoring of the collective contracts, submitted by employers
 - C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition
 - D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention
 - E) the training and advanced training for safety and labour protection
- *****

33.1 State regulation in the field of safety and labor protection includes:

- A) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees
 - B) the monitoring of the collective contracts, submitted by employers
 - C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition
 - D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention
 - E) the maintenance of a unified information system in the field of safety and labour protection
- *****

34.1 State regulation in the field of safety and labor protection includes:

- A) the development of the procedures and rules of giving milk, healthful and dietary meals, special clothing, footwear and other personal protective equipment to the employees
 - B) the monitoring of the collective contracts, submitted by employers
 - C) the definition of the list of heavy work, work in harmful (particularly harmful) and (or) hazardous working condition
 - D) the analysis of the causes of industrial injury, occupational diseases, occupational poisoning and develop proposals for their prevention
 - E) the international cooperation in the field of safety and labour protection
- *****

35.1 Certification of industrial facilities for working conditions is carried out by the:

- A) employers, who have the safety and labour protection service
 - B) specialized organizations for the certification of industrial facilities
 - C) body for the state supervision and control over safety and labour protection
 - D) state inspectorate of labour
 - E) prosecutor office
- *****

36.1 Certification of industrial facilities for working conditions is carried out periodically at least:

- A) once every 5 years
- B) twice within 5 years

- C) once every 6 years
- D) once every 10years
- E) twice within 6 years

37.1 In detecting the violation of the procedure for certification of industrial facilities for working conditions unscheduled certification of industrial facilities for working conditions is carried out at the request of the:

- A) employers, who have the safety and labour protection service
- B) specialized organizations for the certification of industrial facilities
- C) body for the state supervision and control over safety and labour protection
- D) state inspectorate of labour
- E) prosecutor office

38.1 Find the mistake. To ensure the safety of employees in the workplace, work equipment must:

- A) meet the safety standards, established for this type of equipment
- B) have the appropriate technical certificates (certificate)
- C) have the warning signs
- D) be provided with guards or protective devices
- E) be operated only within a warranty period

39.1 Find the mistake. The cases of damage to the health of employees, related to their work activity and leading to disability or death, shall be a subject to investigation and registration, in accordance with the Labour Code of the republic of Kazakhstan, and also:

- A) the persons, who are studying in educational institutions, which implement educational programs of technical and professional education, post-secondary, higher and postgraduate education, during their vocational practice
- B) the military personnel, officials of special government agencies, involved in the performance of work, which is not related to military service, service in special government bodies
- C) the persons, engaged to labour by a court
- D) the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest
- E) the personnel of the militarized rescue units, paramilitary security, members of the volunteer team to the rectification of the consequences of accidents, natural disasters, and saving the human lives and property

40.1 The work accidents, industrial injuries and other damage to the health of employees, related to the performance of job duties, or other actions, committed on his (her) own initiative in the interest of the employer, which lead to disability or death, shall be subject to investigation and registration, if they occurred:

A) before starting or upon the ending of working time, in preparation and arrangement of the workplace, the means of production, personal protective equipment and others

B) the injured person's activities related to the influence of alcohol, and the use of toxic and drugs (their analogues)

C) as a result of the intentional (intentional) infliction of harm to own health or the commission of criminal offence by the injured person

D) due to a sudden health deterioration of the injured person, which is confirmed by the medical report and not associated with exposure to hazardous and (or) harmful factors

E) when the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest, including in the period of rest between shifts at rotational work, breaks for rest and meals

41.1 The work accidents, industrial injuries and other damage to the health of employees, related to the performance of job duties, or other actions, committed on his (her) own initiative in the interest of the employer, which lead to disability or death, shall be subject to investigation and registration, if they occurred:

A) during the normal working hours in the workplace or on a business trip or in another location, and the location in which was due to the performance of labour or other duties, related to the request of the employer or officer of the organization

B) the injured person's activities related to the influence of alcohol, and the use of toxic and drugs (their analogues)

C) as a result of the intentional (intentional) infliction of harm to own health or the commission of criminal offence by the injured person

D) due to a sudden health deterioration of the injured person, which is confirmed by the medical report and not associated with exposure to hazardous and (or) harmful factors

E) when the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest, including in the period of rest between shifts at rotational work, breaks for rest and meals

42.1 The work accidents, industrial injuries and other damage to the health of employees, related to the performance of job duties, or other actions, committed on his (her) own initiative in the interest of the employer, which lead to disability or death, shall be subject to investigation and registration, if they occurred:

A) as a result of the intentional (intentional) infliction of harm to own health or the commission of criminal offence by the injured person

B) the injured person's activities related to the influence of alcohol, and the use of toxic and drugs (their analogues)

C) during the working time, by the way of the employee, whose activity is connected with the movement of objects between services, to the workplace on the instructions of the employer

D) due to a sudden health deterioration of the injured person, which is confirmed by the medical report and not associated with exposure to hazardous and (or) harmful factors

E) when the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest, including in the period of rest between shifts at rotational work, breaks for rest and meals

43.1 The work accidents, industrial injuries and other damage to the health of employees, related to the performance of job duties, or other actions, committed on his (her) own initiative in the interest of the employer, which lead to disability or death, shall be subject to investigation and registration, if they occurred:

A) as a result of the intentional (intentional) infliction of harm to own health or the commission of criminal offence by the injured person

B) the injured person's activities related to the influence of alcohol, and the use of toxic and drugs (their analogues)

C) before starting or upon the ending of working time of employees, who are working on a rotational basis, on the way from the place of collection (residence during the rotation shift) to work or back on the transport, presented by the employer

D) due to a sudden health deterioration of the injured person, which is confirmed by the medical report and not associated with exposure to hazardous and (or) harmful factors

E) when the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest, including in the period of rest between shifts at rotational work, breaks for rest and meals

44.1 The work accidents, industrial injuries and other damage to the health of employees, related to the performance of job duties, or other actions, committed on his (her) own initiative in the interest of the employer, which lead to disability or death, shall be subject to investigation and registration, if they occurred:

A) as a result of the intentional (intentional) infliction of harm to own health or the commission of criminal offence by the injured person

B) the injured person's activities related to the influence of alcohol, and the use of toxic and drugs (their analogues)

C) on the private transport, with the written consent of the employer to the right of use it for business travel

D) due to a sudden health deterioration of the injured person, which is confirmed by the medical report and not associated with exposure to hazardous and (or) harmful factors

E) when the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest, including in the period of rest between shifts at rotational work, breaks for rest and meals

45.1 Find the mistake. The industrial injuries and other damage to the health of employees at work are not recorded, if during the investigation of which is objectively determined that they are occurred:

A) as a result of the intentional (intentional) infliction of harm to own health or the commission of criminal offence by the injured person

B) the injured person's activities related to the influence of alcohol, and the use of toxic and drugs (their analogues)

C) as a result of exposure to hazardous and (or) harmful factors

D) due to a sudden health deterioration of the injured person, which is confirmed by the medical report and not associated with exposure to hazardous and (or) harmful factors

E) when the injured person on his (her) own initiative performs the work, or other activities, which are not included in the responsibilities of the employee and related to the employer's interest, including in the period of rest between shifts at rotational work, breaks for rest and meals

46.1 The responsible officials of health care organizations shall inform the employers and the territorial division of the state labour inspection of each case of primary treatment of an injury or other damage to the health of employees at work, as well as the cases of acute occupational disease (poisoning) - to the state body for sanitary and epidemiological welfare of the population no later than:

A) 5 working days

B) 3 running days

C) 3 working days

D) 2 running days

E) 2 working days

47.1 Who shall bear the responsibility for organizing the investigation and registration, of industrial accidents at work?

A) the employee

B) the labour union

C) the employer

D) the insurance company

E) state inspectorate of labour

48.1 The obligations of the employer at investigation of the accidents connected with labour activity:

A) provide the first aid to the injured and if necessary, his (her) delivery to the health care organization

B) take the immediate measures to prevent the development of an emergency situation and the impact of the factors, due to which the accident was occurred, to other persons

C) keep to the investigation of the situation, the scene at the place of an accident (the state of equipment and machinery, tools) in the same form as in the time of the accident, on condition, that it does not threaten the lives and health of others, and discontinuity of the production process does not lead to the accident, and photograph the place of an accident

D) immediately report about the accident in the production of the close relatives of the victim and send a message to the state bodies and organizations, established by the Labour Code of the Republic of Kazakhstan and other regulatory legal acts

E) allow to the members of the special investigation commission to go to the scene of accident to investigate the work accident

49.1 The obligations of the employer at investigation of the accidents connected with labour activity the:

A) custody and guardianship agency

B) administrative court

C) court on civil cases

D) department of justice

E) territorial division of the state labour inspection of the authorized state body for labour

50.1 The obligations of the employer at investigation of the accidents connected with labour activity the:

A) custody and guardianship agency

B) administrative court

C) court on civil cases

D) department of justice

E) local bodies for prevention and relief of emergency situations in case of accidents, which are occurred at hazardous industrial facilities

51.1 The obligations of the employer at investigation of the accidents connected with labour activity the:

A) custody and guardianship agency

B) administrative court

C) court on civil cases

D) department of justice

E) territorial division of the authorized state body in the field of sanitary and epidemiological welfare of the population in cases of occupational disease or poisoning

52.1 The obligations of the employer at investigation of the accidents connected with labour activity the:

- A) custody and guardianship agency
- B) administrative court
- C) court on civil cases
- D) department of justice
- E) representatives of the employees

53.1 The obligations of the employer at investigation of the accidents connected with labour activity the:

- A) custody and guardianship agency
- B) administrative court
- C) court on civil cases
- D) department of justice
- E) insurance company, with which concluded a contract of insurance against accidents of the employee in the performance of labour (service) duties

54.1 The obligations of the employer at investigation of the accidents connected with labour activity the:

- A) custody and guardianship agency
- B) administrative court
- C) court on civil cases
- D) department of justice
- E) law enforcement agency for the place, where the accident occurred and the competent authorities for industrial and institutional control and supervision

55.1 Special investigation shall be for:

- A) the work accidents that have occurred as a result of accidents of vehicles
- B) the work accidents at sensitive sites
- C) the work accidents, which have occurred at hazardous industrial facilities
- D) the work accidents with severe or fatal
- E) the work accidents, which are occurred in technogenic emergencies

56.1 Special investigation shall be for:

- A) the work accidents that have occurred as a result of accidents of vehicles
- B) the work accidents at sensitive sites
- C) the work accidents, which have occurred at hazardous industrial facilities
- D) the group accident that occurred simultaneously with two or more employees, regardless of the severity of injuries suffered
- E) the work accidents, which are occurred in technogenic emergencies

57.1 Special investigation shall be for:

- A) the work accidents that have occurred as a result of accidents of vehicles

- B) the work accidents at sensitive sites
- C) the work accidents, which have occurred at hazardous industrial facilities
- D) the group cases of acute poisoning
- E) the work accidents, which are occurred in technogenic emergencies

58.1 The investigation term of an accident shall not exceed:

- A) 3 working days from the date of creation of the commission
- B) 5 working days from the date of creation of the commission
- C) 7 working days from the date of creation of the commission
- D) 10 working days from the date of creation of the commission
- E) 15 working days from the date of creation of the commission

59.1 The Investigation materials of the industrial accidents, along with the act of the investigation should include:

- A) the information on the passage by the affected training and instruction on labour safety, as well as preliminary and periodic medical examinations
- B) the date of commencement of work
- C) the polling protocols in the form, prescribed by the authorized state body for labour, and explanations of eyewitnesses and officials, who are responsible for compliance with the requirements of safety and labour protection
- D) the plans, diagrams and photographs of the scene
- E) the extracts from instructions, regulations, orders and other acts, regulating the requirements for safety and labour protection, the duties and responsibilities of officials to ensure healthy and safe working conditions at work, etc.

60.1 The Investigation materials of the industrial accidents, along with the act of the investigation should include:

- A) the medical report on the nature and severity of the damage to the health of the affected (cause of death)
- B) the working time and rest time regime
- C) the results of laboratory and other studies, experiments, examinations, tests and etc.
- D) the conclusion (if any) of the state labour inspector
- E) the order of the employer on compensation to the affected (family members) of the damage to his (her) health and bringing to the responsibility of the officials, who are guilty for the case

61.1 The Investigation materials of the industrial accidents, along with the act of the investigation should include:

- A) the medical report on the nature and severity of the damage to the health of the affected (cause of death)
- B) the information on the material damage, caused to the employer

C) the results of laboratory and other studies, experiments, examinations, tests and etc.

D) the place of performance of the work

E) the list of attached documents

62.1 The employee's right to safety and labour protection is:

A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) the work place, equipped in accordance with the requirements of safety and labour protection

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

63.1 The employee's right to safety and labour protection is:

A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) the provision of ablution facilities, means of individual and collective protection, special clothing in accordance with the requirements of safety and labour protection, as well as the labour and collective contracts

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

64.1 The employee's right to safety and labour protection is:

A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) appeal to the local body for labour inspection on the survey of the conditions and safety at his (her) workplace

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

65.1 The employee's right to safety and labour protection is:

A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) participate individually or through a representative in testing and considering the issues, related to improving conditions, safety and labour protection

66.1 The employee's right to safety and labour protection is:

A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) refuse from the execution of work in the case of a situation, that creates a threat to the health or life, with a written notice to the immediate supervisor or employer

67.1 The employee's right to safety and labour protection is:

A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) education and professional training, necessary for the safe performance of job duties, in accordance with the laws of the Republic of Kazakhstan

68.1 The employee's right to safety and labour protection is:

A) obtain reliable information from the employer about the characteristics of the workplace and the territory of the organization, the working conditions, safety and labour protection, the existing threat to life and health, as well as the measures to protect it from harmful (particularly harmful) and (or) hazardous production factors

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

C) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

69.1 The employee's right to safety and labour protection is:

A) save the average wage at the time of the suspension of work of the organization, due to non-compliance with the requirements of safety and labour protection

B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease

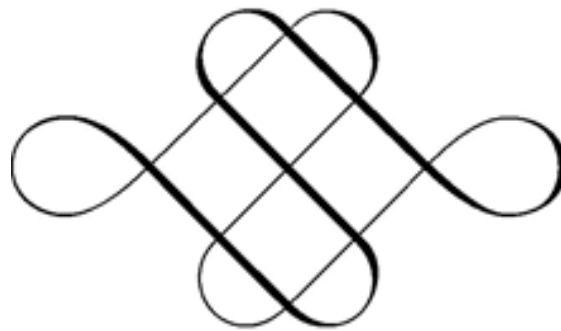
C) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace

D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer

E) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health

70.1 Find the mistake. The duties of an employee in the field of safety and labour protection are:

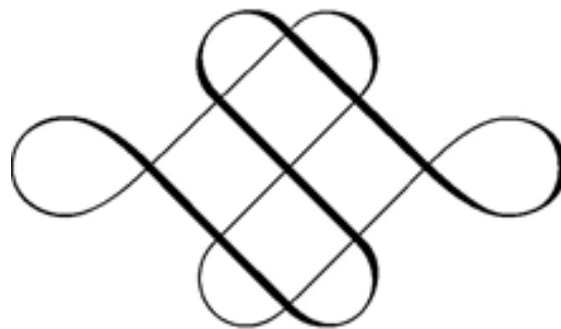
- A) immediately notify his (her) immediate supervisor of all accidents in the workplace, the symptoms of occupational disease (poisoning), as well as a situation that poses a threat to human life and health
 - B) pass the mandatory preliminary and periodic medical examinations and pre-shift medical examination, and the medical examination for transfer to another job in the production necessity or on the appearance of the signs of occupational disease
 - C) the work place, equipped in accordance with the requirements of safety and labour protection
 - D) to strictly apply and use according to its intended purpose the means of individual and collective protection, provided by the employer
 - E) comply with the requirements of norms, rules and regulations for safety and labour protection, as well as the employer's requirements for work safety in the workplace
- *****



Answer keys for self-check

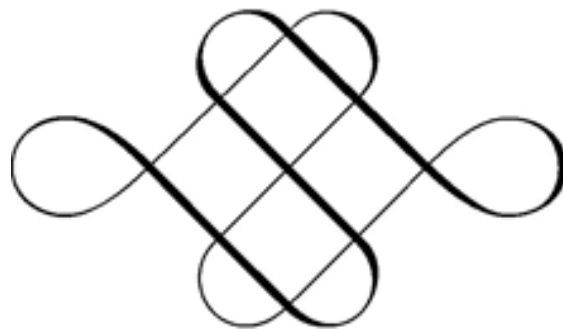
Topic 1 Concept, subject and method of labour law. Principles of a labour law of the Republic of Kazakhstan. Subjects of a labour law.

1	C	25	A	49	C
2	C	26	B	50	A
3	B	27	B	51	A
4	E	28	B	52	A
5	C	29	C	53	A
6	D	30	A	54	A
7	B	31	A	55	C
8	B	32	D	56	C
9	D	33	E	57	C
10	C	34	D	58	C
11	A	35	D	59	C
12	B	36	E	60	C
13	D	37	D	61	C
14	E	38	E	62	C
15	E	39	E	63	E
16	B	40	E	64	E
17	A	41	D	65	E
18	A	42	D	66	E
19	B	43	D	67	E
20	B	44	B	68	E
21	B	45	B	69	E
22	B	46	B	70	E
23	C	47	B		
24	C	48	C		



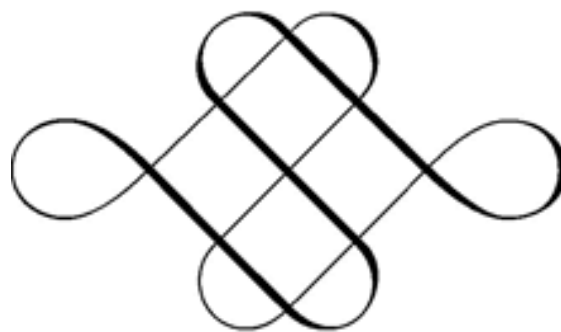
Topic 2 Employment contract

1	C	25	B	49	A
2	A	26	B	50	C
3	B	27	A	51	C
4	C	28	E	52	C
5	D	29	C	53	B
6	D	30	D	54	B
7	D	31	D	55	B
8	B	32	A	56	E
9	B	33	A	57	E
10	B	34	E	58	E
11	B	35	B	59	B
12	C	36	A	60	B
13	C	37	D	61	C
14	C	38	D	62	D
15	C	39	D	63	A
16	E	40	D	64	B
17	E	41	E	65	C
18	E	42	E		
19	B	43	D		
20	C	44	A		
21	B	45	A		
22	E	46	B		
23	A	47	B		
24	C	48	A		



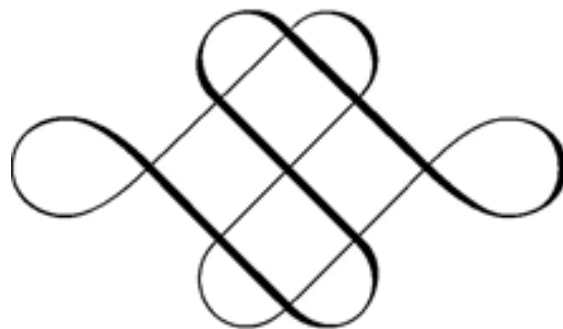
Topic 3 Working time and rest time regime

1	A	25	A	49	E
2	D	26	C	50	E
3	A	27	D	51	E
4	A	28	D	52	B
5	C	29	A	53	C
6	B	30	E	54	B
7	D	31	B	55	B
8	C	32	E	56	E
9	B	33	E	57	E
10	D	34	E	58	A
11	A	35	C	59	B
12	E	36	C	60	A
13	E	37	C	61	D
14	A	38	C	62	D
15	A	39	A	63	A
16	D	40	D	64	A
17	D	41	A	65	A
18	A	42	B	66	A
19	E	43	E	67	E
20	A	44	C	68	E
21	E	45	A	69	A
22	B	46	C	70	B
23	D	47	A	71	A
24	D	48	B	72	A



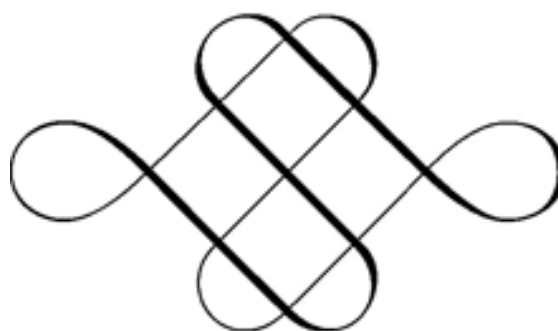
Topic 4 Labour norming and payment for labour. Guarantees and compensation payments.

1	C	25	B	49	B
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3	A	27	B	51	A
4	D	28	B	52	A
5	B	29	B	53	C
6	E	30	C	54	C
7	A	31	A	55	C
8	D	32	E	56	E
9	A	33	C	57	E
10	B	34	E	58	D
11	C	35	B	59	C
12	D	36	A	60	C
13	E	37	B	61	D
14	A	38	A	62	D
15	C	39	E	63	E
16	E	40	C	64	A
17	B	41	A	65	A
18	D	42	E	66	B
19	D	43	A	67	B
20	D	44	E	68	B
21	D	45	E	69	E
22	D	46	B	70	E
23	B	47	B		
24	B	48	B		



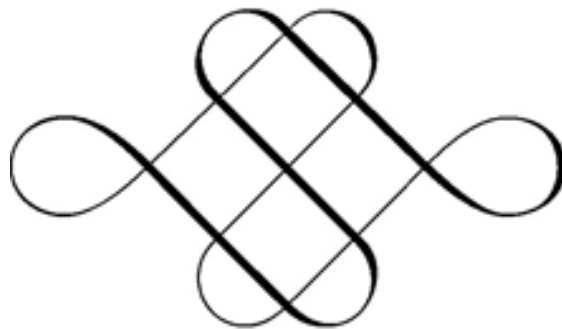
Topic 5 Social partnership and collective relations in the field of labour.

1	B	25	D	49	C
2	E	26	C	50	C
3	A	27	D	51	C
4	B	28	C	52	E
5	C	29	B	53	E
6	D	30	D	54	E
7	B	31	E	55	E
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9	D	33	B	57	B
10	D	34	B	58	B
11	E	35	B	59	B
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13	A	37	E	61	D
14	E	38	A	62	D
15	C	39	C	63	D
16	D	40	A	64	D
17	B	41	E	65	D
18	D	42	D	66	D
19	A	43	C	67	E
20	E	44	A	68	A
21	C	45	B	69	A
22	D	46	D	70	D
23	A	47	D		
24	A	48	C		



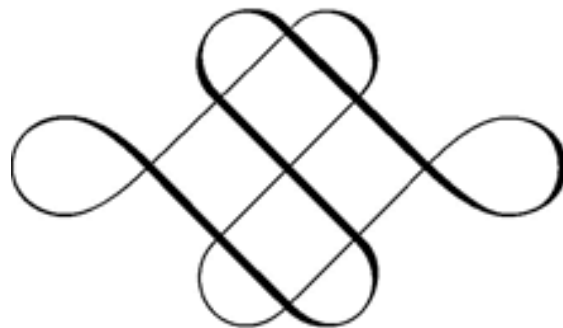
Topic 6 Consideration of the individual and collective labour disputes.

1	B	25	E	49	C
2	A	26	B	50	C
3	D	27	D	51	C
4	E	28	C	52	C
5	B	29	A	53	C
6	C	30	B	54	C
7	A	31	B	55	C
8	B	32	B	56	D
9	E	33	A	57	D
10	A	34	C	58	D
11	D	35	A	59	D
12	A	36	D	60	D
13	E	37	B	61	B
14	A	38	C	62	B
15	B	39	B	63	B
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20	A	44	D	68	D
21	B	45	D	69	E
22	C	46	E	70	A
23	E	47	C		
24	D	48	E		



Topic 7 Safety and labour protection.

1	C	25	D	49	E
2	A	26	D	50	E
3	D	27	D	51	E
4	E	28	A	52	E
5	B	29	A	53	E
6	A	30	A	54	E
7	C	31	E	55	D
8	B	32	E	56	D
9	D	33	E	57	D
10	E	34	E	58	D
11	A	35	B	59	B
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13	D	37	C	61	D
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15	B	39	D	63	C
16	B	40	A	64	C
17	C	41	A	65	E
18	E	42	C	66	E
19	D	43	C	67	E
20	B	44	C	68	A
21	A	45	C	69	A
22	E	46	E	70	C
23	D	47	C		
24	C	48	B		



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