

CHRL LAW PRACTICE EXAM (SAMPLE)

STUDY GUIDE



SAMPLE STUDY GUIDE WITH LIMITED QUESTIONS

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Introduction

Preparing for a certification exam can feel overwhelming, but with the right tools, it becomes an opportunity to build confidence, sharpen your skills, and move one step closer to your goals. At Examzify, we believe that effective exam preparation isn't just about memorization, it's about understanding the material, identifying knowledge gaps, and building the test-taking strategies that lead to success.

This guide was designed to help you do exactly that.

Whether you're preparing for a licensing exam, professional certification, or entry-level qualification, this book offers structured practice to reinforce key concepts. You'll find a wide range of multiple-choice questions, each followed by clear explanations to help you understand not just the right answer, but why it's correct.

The content in this guide is based on real-world exam objectives and aligned with the types of questions and topics commonly found on official tests. It's ideal for learners who want to:

- Practice answering questions under realistic conditions,
- Improve accuracy and speed,
- Review explanations to strengthen weak areas, and
- Approach the exam with greater confidence.

We recommend using this book not as a stand-alone study tool, but alongside other resources like flashcards, textbooks, or hands-on training. For best results, we recommend working through each question, reflecting on the explanation provided, and revisiting the topics that challenge you most.

Remember: successful test preparation isn't about getting every question right the first time, it's about learning from your mistakes and improving over time. Stay focused, trust the process, and know that every page you turn brings you closer to success.

Let's begin.

How to Use This Guide

This guide is designed to help you study more effectively and approach your exam with confidence. Whether you're reviewing for the first time or doing a final refresh, here's how to get the most out of your Examzify study guide:

1. Start with a Diagnostic Review

Skim through the questions to get a sense of what you know and what you need to focus on. Your goal is to identify knowledge gaps early.

2. Study in Short, Focused Sessions

Break your study time into manageable blocks (e.g. 30 – 45 minutes). Review a handful of questions, reflect on the explanations.

3. Learn from the Explanations

After answering a question, always read the explanation, even if you got it right. It reinforces key points, corrects misunderstandings, and teaches subtle distinctions between similar answers.

4. Track Your Progress

Use bookmarks or notes (if reading digitally) to mark difficult questions. Revisit these regularly and track improvements over time.

5. Simulate the Real Exam

Once you're comfortable, try taking a full set of questions without pausing. Set a timer and simulate test-day conditions to build confidence and time management skills.

6. Repeat and Review

Don't just study once, repetition builds retention. Re-attempt questions after a few days and revisit explanations to reinforce learning. Pair this guide with other Examzify tools like flashcards, and digital practice tests to strengthen your preparation across formats.

There's no single right way to study, but consistent, thoughtful effort always wins. Use this guide flexibly, adapt the tips above to fit your pace and learning style. You've got this!

Questions

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- 1. Which is NOT an OHSA core right?**
 - A. Right to Privacy in monitoring
 - B. Right to Know about hazards
 - C. Right to Refuse Unsafe Work
 - D. Right to Participate in the health and safety process

- 2. Non-compliance with the act regarding background checks can result in fines up to how much?**
 - A. Up to \$50,000.
 - B. No fines.
 - C. Up to \$5,000.
 - D. Up to \$500.

- 3. Enforcement of the ESA is a _____-based process.**
 - A. Complaint
 - B. Policy
 - C. Audit
 - D. Court

- 4. Under the ESA, if the purchaser employs an employee of the seller after a sale, the sale**
 - A. results in immediate termination
 - B. does not affect employment status
 - C. does not result in termination of employment
 - D. requires a new contract

- 5. What is a cooling off period?**
 - A. A period to reconsider a resignation impulsively
 - B. A mandatory training period
 - C. Time off after termination
 - D. A period before starting employment

- 6. Which protected ground is specifically noted as 'in employment only'?**
- A. Age
 - B. Record of offences (in employment only)
 - C. Gender identity
 - D. Creed
- 7. Which statement about termination clause limitations is accurate?**
- A. It can only limit entitlements to ESA minimums
 - B. It can only limit entitlements to the Common Law entitlement
 - C. It can limit entitlements to any amount the employer desires
 - D. It can limit entitlements to ESA minimums or to greater amounts agreed by both parties
- 8. If a union is involved, who shares responsibility for accommodation?**
- A. The union must lead the accommodation
 - B. The employer alone handles accommodations
 - C. The employee alone handles accommodations
 - D. The union shares joint responsibility with the employer
- 9. If no formal agreement exists between employer and employee, which law will apply to termination, notice and severance?**
- A. Common Law
 - B. The Canada Labour Code
 - C. The employee handbook
 - D. The collective agreement
- 10. According to the decision in *Wilson v. Atomic Energy Canada Ltd.*, federally-regulated employees cannot be dismissed without just cause.**
- A. They can be dismissed without just cause if unionized
 - B. They cannot be dismissed without just cause
 - C. They can be dismissed without notice in certain circumstances
 - D. Unions determine just cause for federally-regulated employees

Answers

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1. A
2. C
3. A
4. D
5. A
6. B
7. D
8. D
9. A
10. B

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Explanations

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1. Which is NOT an OSHA core right?

- A. Right to Privacy in monitoring
- B. Right to Know about hazards
- C. Right to Refuse Unsafe Work
- D. Right to Participate in the health and safety process

The main idea is understanding which rights OSHA explicitly enshrines for workers. OSHA lists three core rights: the right to know about hazards in the workplace, the right to participate in the health and safety process, and the right to refuse unsafe work. The right to privacy in monitoring, while it may be addressed by general privacy laws and workplace policies, is not listed as one of OSHA's core rights. So it isn't one of the fundamental OSHA rights that the standards require. The other options reflect the actual core rights: knowing hazards, participating in safety processes, and refusing unsafe work.

2. Non-compliance with the act regarding background checks can result in fines up to how much?

- A. Up to \$50,000.
- B. No fines.
- C. Up to \$5,000.
- D. Up to \$500.

The main idea here is understanding the penalties for not following the background-check requirements set out in the act. The act requires employers to perform certain background checks, and failing to do so carries a monetary consequence to encourage compliance and protect affected parties. The maximum fine for non-compliance is five thousand dollars, which aligns with a proportionate enforcement approach—significant enough to deter violations but not so large as to be prohibitive for most organizations. The other options don't fit because a much larger amount would imply harsher penalties than the statute assigns, while a nominal amount or no penalty would fail to reflect the seriousness of non-compliance.

3. Enforcement of the ESA is a _____-based process.

- A. Complaint
- B. Policy
- C. Audit
- D. Court

Enforcement of the Employment Standards Act is based on complaints. When a worker believes their rights under the Act have been violated—such as unpaid wages, overtime, or vacation pay—the typical starting point is a filing with the labor standards office. The agency then investigates the claim, collects evidence, and, if violations are found, orders remedies like back pay and may impose penalties on the employer. This complaint-driven path helps workers access remedies without needing to go straight to court. While inspectors can conduct audits or compliance checks, those activities usually occur alongside the complaint process or as routine oversight, not as the primary way enforcement starts.

4. Under the ESA, if the purchaser employs an employee of the seller after a sale, the sale

- A. results in immediate termination
- B. does not affect employment status
- C. does not result in termination of employment
- D. requires a new contract**

When ownership of a business changes hands, the employment relationship is with the employer entity, not with the individual owner. If the purchaser hires an employee of the seller after the sale, that creates a new employer–employee relationship under a different legal entity. To formalize this change and ensure the terms of employment (wages, hours, benefits, notice, etc.) are properly set under the new employer, a new contract is typically required. This protects both the employee's rights under the ESA and the purchaser's obligations as the new employer. So, even though the employee may continue working after the sale, the formal agreement with the new employer needs to be created to reflect the change in who is responsible for terms and compliance. The other options imply either automatic termination or no change in status, which aren't the standard approach when a new owner steps in as the employer.

5. What is a cooling off period?

- A. A period to reconsider a resignation impulsively**
- B. A mandatory training period
- C. Time off after termination
- D. A period before starting employment

A cooling-off period is a deliberate pause built into a decision to prevent hasty, impulsive actions. In an employment context, it provides time for someone to reconsider a resignation if they might be quitting on impulse, giving space to reflect or discuss alternatives before the decision becomes final. It's not about mandatory training, not time off after termination, and not a period before starting employment, so the description focusing on reconsidering a resignation impulsively best captures the idea.

6. Which protected ground is specifically noted as 'in employment only'?

- A. Age
- B. Record of offences (in employment only)**
- C. Gender identity
- D. Creed

In human rights law, many protected grounds apply across a wide range of contexts, like employment, services, housing, and contracts. The phrase "in employment only" signals that discrimination on that ground is prohibited specifically in employment-related matters, not in other areas. The ground described as such is record of offences, which the legislation treats as a category limited to employment decisions. Other protected grounds—such as age, gender identity, and creed—are protected in broader contexts beyond just employment, so they aren't limited to employment alone. Therefore, the option that is specifically noted as "in employment only" is record of offences.

7. Which statement about termination clause limitations is accurate?

- A. It can only limit entitlements to ESA minimums
- B. It can only limit entitlements to the Common Law entitlement
- C. It can limit entitlements to any amount the employer desires
- D. It can limit entitlements to ESA minimums or to greater amounts agreed by both parties**

Termination clauses must respect statutory minimums while also allowing for more generous terms if both parties agree. The statutory minimums set a floor for severance or notice, so you can't contract to pay less than those minimums. At the same time, the clause can specify that entitlements are at least the statutory minimum and can be increased by mutual agreement. This matches the idea that you can limit entitlements to the ESA minimums or to greater amounts agreed by both sides, rather than tying them only to Common Law or to any arbitrary amount.

8. If a union is involved, who shares responsibility for accommodation?

- A. The union must lead the accommodation
- B. The employer alone handles accommodations
- C. The employee alone handles accommodations
- D. The union shares joint responsibility with the employer**

The duty to accommodate in a unionized workplace is a joint effort between the employer and the union representing the employee. The employer has the primary obligation to implement reasonable accommodations and to ensure they don't cause undue hardship, but the union plays a critical role in the interactive process—representing the employee, communicating needs, helping identify feasible accommodations within the collective agreement, and supporting the employee through implementation. The employee contributes information and participates in decisions as well. This collaborative approach helps ensure accommodations are effective, respect the collective agreement, and protect the employee's rights.

9. If no formal agreement exists between employer and employee, which law will apply to termination, notice and severance?

- A. Common Law**
- B. The Canada Labour Code
- C. The employee handbook
- D. The collective agreement

When there is no formal agreement, how termination, notice, and severance are handled comes from common law. Courts recognize an implied contract of employment and determine what constitutes reasonable notice based on factors such as how long the employee has worked for the employer, the employee's age, the position and responsibilities, and how easily the employee could find comparable work. This means the default standard is not a fixed statutory number but a flexible, fact-driven expectation set by precedent. Statutory frameworks, like the Canada Labour Code or provincial employment standards acts, provide minimums, but they don't replace common-law expectations. They act as a floor; a court may require more notice under common law depending on the circumstances, or apply the statutory minimums if they are higher. The employee handbook isn't automatically binding as a contract term unless it's incorporated into the employment contract or otherwise creates enforceable terms. A collective agreement would govern if one exists, but in its absence the common-law framework applies.

10. According to the decision in *Wilson v. Atomic Energy Canada Ltd.*, federally-regulated employees cannot be dismissed without just cause.

A. They can be dismissed without just cause if unionized

B. They cannot be dismissed without just cause

C. They can be dismissed without notice in certain circumstances

D. Unions determine just cause for federally-regulated employees

*Federally regulated employees enjoy strong protection against arbitrary termination: a dismissal must be for just cause. *Wilson v. Atomic Energy Canada Ltd.* reinforces that in the federal sphere, an employer cannot dismiss someone without showing a legitimate, substantiated reason tied to the employee's conduct, performance, or the needs of the business. If just cause isn't shown, the employee may have remedies such as reinstatement or compensation, and the process must be fair and may involve due notice or pay in lieu where appropriate. This means that simply being unionized does not authorize a without-just-cause dismissal; the collective agreement may set procedures or additional protections, but it cannot override the fundamental requirement that a federal employee's dismissal be justified. Likewise, the idea that unions determine just cause is incorrect—the determination is a legal question evaluated by the employer's justification and, if challenged, by a tribunal or court—not by the union.*

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Next Steps

Congratulations on reaching the final section of this guide. You've taken a meaningful step toward passing your certification exam and advancing your career.

As you continue preparing, remember that consistent practice, review, and self-reflection are key to success. Make time to revisit difficult topics, simulate exam conditions, and track your progress along the way.

If you need help, have suggestions, or want to share feedback, we'd love to hear from you. Reach out to our team at hello@examzify.com.

Or visit your dedicated course page for more study tools and resources:

<https://chrlaw.examzify.com>

We wish you the very best on your exam journey. You've got this!

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