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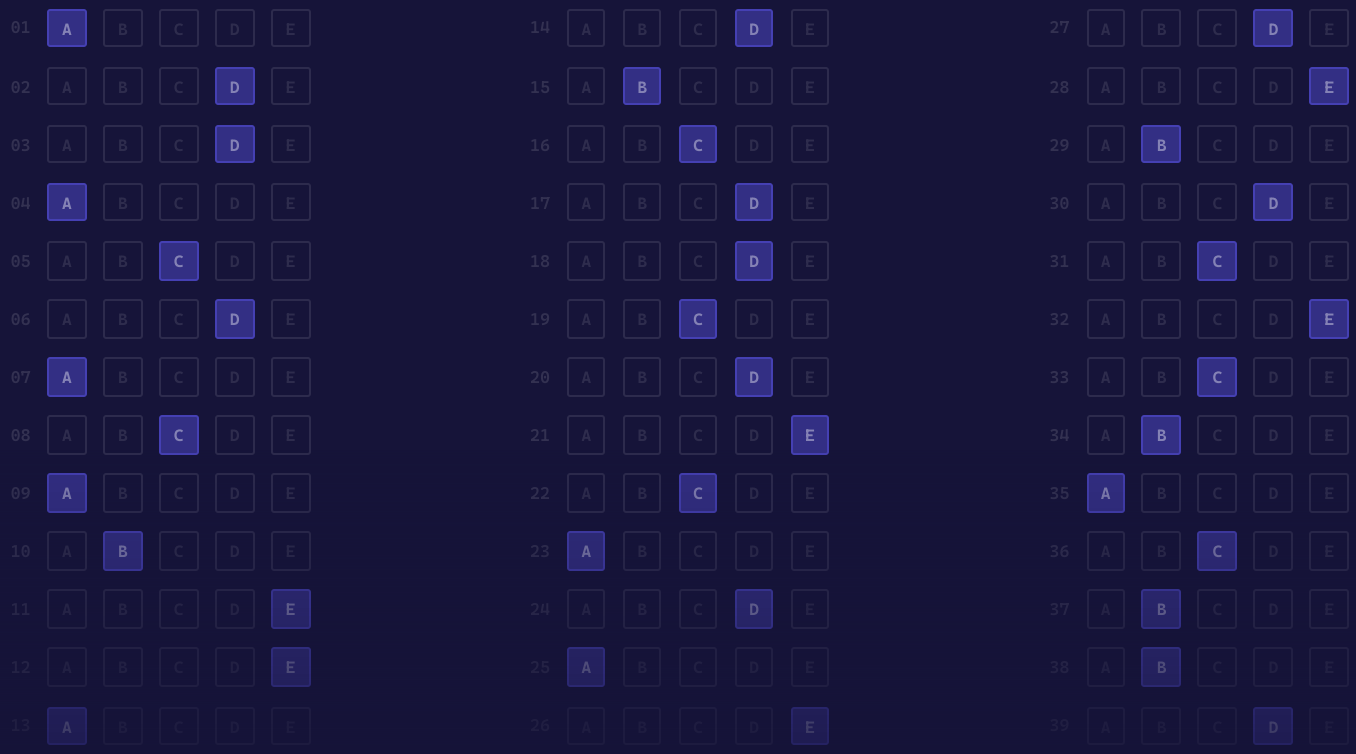

PRACTICE QUESTIONS

Human Resources Professionals Association (HRPA)

ELE1

CHRP Employment Law Exam

EDITION	QUESTIONS	FORMAT
Demo	9	Limited Edition PDF

WEB www.mometrix.net

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Before you begin

What this is

9 practice questions for Human Resources Professionals Association (HRPA) `ELE1`, each with its answer key and an explanation. Answer a question before you read its key — the explanation is worth more once you have committed.

If something looks wrong

Send us three things and we will check it:

- the exam code, `ELE1`
- the question number
- the email address on your order

Write to **support@mometrix.net**. We reply within one business day.

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QUESTION 1 SINGLE CHOICE

An organization engages an individual to deliver a one-time training seminar at a fixed fee, supplying only the venue and materials. The individual uses their own laptop, sets their own hours, and is free to accept other clients. Which common law factor most strongly indicates this individual is an INDEPENDENT contractor rather than an employee?

A The organization controls the method by which the training is delivered

B The individual supplies their own tools and equipment

C The individual is economically dependent on this single engagement

D The individual is integrated into the organization's workforce

ANSWER B

WHY The common law control test weighs factors such as ownership of tools, chance of profit/risk of loss, and integration. Supplying one's own equipment (laptop, materials) is a classic indicator of independent contractor status. Options A and D describe employee-like indicia, and economic dependence on one engagement does not by itself establish independent contractor status.

QUESTION 2 SINGLE CHOICE

Under Ontario's Employment Standards Act, 2000 (ESA), which of the following is included in an employee's "hours of work"?

A Time spent travelling to and from the workplace

B Time the employee is required by the employer to be available for work

C A meal break during which the employee is completely relieved of duties

D Time the employee voluntarily remains at work to read personal email

ANSWER B

WHY Under the ESA, "hours of work" includes time the employee is required by the employer to be available for work, as well as time spent in training the employer requires. Ordinary commuting time, free meal breaks, and voluntary personal time at the workplace are not counted.

QUESTION 3 SINGLE CHOICE

An Ontario employee with 6 years of service is terminated without cause and receives the ESA minimum notice period in writing instead of working it out. Which statement about termination pay and severance pay is correct?

A Severance pay is required because the employee has more than 5 years of service

B Termination pay in lieu of notice satisfies the notice obligation, but severance pay may still be separately required if the employer's payroll threshold is met

C Because the employer paid termination in lieu, no severance is ever owed

D Severance pay is only calculated on the employee's base salary, excluding vacation pay

ANSWER B

WHY Under the ESA, termination pay in lieu of notice and severance pay are separate entitlements. Severance pay is required for employees with 5+ years of service when the employer has a payroll of $2.5 million or more, or when 50 or more employees are severed in a 6-month period. Severance is also calculated on the employee's regular earnings including vacation pay.

QUESTION 4 SINGLE CHOICE

An employer unilaterally reduces an employee's salary by 25% and changes their reporting structure. The employee resigns. Which common law principle best characterizes the employee's resignation?

A Wrongful dismissal, because the employer must always provide working notice

B Constructive dismissal, because the employer breached an essential term of the employment contract

C Frustration of contract, because the employee can no longer perform the role

D Mitigation, because the employee failed to seek replacement income

ANSWER B

WHY A unilateral, substantial change to an essential term of the employment contract (such as a significant reduction in compensation) constitutes constructive dismissal. The employee is treated as dismissed and may claim common law damages for wrongful dismissal, subject to the duty to mitigate.

QUESTION 5 SINGLE CHOICE

Which of the following is a PROHIBITED ground of discrimination under the Ontario Human Rights Code?

A Political affiliation

B Annual income level

C **Family status**

D Personal appearance unrelated to a protected characteristic

ANSWER C

WHY The Ontario Human Rights Code lists prohibited grounds including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability, and record of offences. Political affiliation, income level, and general personal appearance are not prohibited grounds.

QUESTION 6 SINGLE CHOICE

An employee returns from surgery and requests modified duties for 8 weeks. The employer refuses, citing operational inconvenience, without exploring alternatives or assessing costs. Under the Ontario Human Rights Code, this refusal most likely constitutes:

A A lawful business decision because accommodation would be inconvenient

B **A failure to meet the duty to accommodate up to the point of undue hardship**

C A breach of the ESA only, not the Human Rights Code

D Frustration of contract

ANSWER B

WHY The duty to accommodate requires the employer to take reasonable steps to accommodate a disability short of undue hardship. The employer must actively explore options and demonstrate that accommodation would cause undue hardship based on cost, health, or safety. Operational inconvenience alone is not undue hardship.

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QUESTION 7 SINGLE CHOICE

Which of the following, if proven, would MOST likely support a finding of just cause for dismissal at common law?

A A single minor clerical error in a routine report

B Off-duty conduct that has no connection to the employment relationship

C **Wilful misconduct in a manner that is fundamentally incompatible with the employment contract**

D Poor performance after a single performance review

ANSWER **C**

WHY Just cause requires conduct that is fundamentally incompatible with continuing the employment relationship, such as wilful misconduct, dishonesty, or gross insubordination. Single minor errors, isolated off-duty conduct unrelated to employment, and performance issues typically do not meet the high threshold of just cause without progressive discipline.

QUESTION 8 SINGLE CHOICE

A senior manager is wrongfully dismissed and is awarded common law reasonable notice. Which statement about the duty to mitigate is correct?

A The dismissed employee has no obligation to seek replacement employment

B **The dismissed employee must take reasonable steps to seek comparable employment, and failure to do so reduces damages**

C The dismissed employee is required to accept any job offered, regardless of salary

D Mitigation only applies to severance pay, not notice damages

ANSWER **B**

WHY At common law, a wrongfully dismissed employee has a duty to take reasonable steps to mitigate by seeking comparable employment. Failure to do so will reduce damages from the date a reasonable person would have secured replacement income. The employee is not required to accept any inferior or unreasonable position, and mitigation applies to all wrongful dismissal damages.

QUESTION 9 MULTIPLE CHOICE

Under Ontario law, which TWO of the following are required for a non-competition clause in an employment contract to be enforceable? (Choose two.)

A **The clause must be reasonable in temporal and geographic scope**

B The employer must provide consideration beyond continued employment for existing employees

C **The clause must be drafted to protect the employer's legitimate business interests**

D The clause must be for a fixed term of at least 24 months

ANSWER **A · C**

WHY Non-competition clauses are scrutinized strictly. They must (1) protect a legitimate business interest (such as trade secrets, confidential information, or goodwill) and (2) be reasonable in temporal and geographic scope. Under Ontario law, employers are now generally required to provide additional consideration beyond mere continued employment when imposing a non-compete on an existing employee, but a fixed term of 24 months is not required and may itself be unreasonable.

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