*Sample Template*

[DO NOT USE UVIC LETTERHEAD FOR THIS CORRESPONDENCE]

Dear XXXX:

I am very pleased to offer you the position as a Research Associate or Assisant for my research project, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

There are three documents, which together make up your employment contract. These are:

1. This letter;
2. The attached position description; and
3. The attached standard employment terms.

The funding for your position comes from a UVic funded grant and therefore your employment is subject to UVic’s policy respecting Employment under Externally Funded Grants and Contracts. You will also receive, when you have agreed to accept this position, a notice of appointment from Payroll. This notice will be consistent with the terms of the above-listed documents.

Unless otherwise specifically stated in writing, conditions of your employment will be in accordance with the requirements set out in the B.C. Employment Standards Act and Regulations.

If you have any questions or concerns about any of these documents, please do not hesitate to call me. If you are prepared to accept the position on these terms, please sign a copy of this letter and return it to me. [MAY ALSO INCLUDE: If I have not heard back from you by [DATE] this offer will be considered withdrawn].

As we discussed, your starting date will be XXXXX, 20\_\_\_.

Welcome to the team.

Yours sincerely,

[Name of Faculty Member]

I have read this letter, the position description and the terms of employment. I agree to accept the position as Research Associate on these terms and conditions.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[NAME] [DATE]STANDARD TERMS AND CONDITIONS OF EMPLOYMENT FOR RESEARCH ASSOCIATES

1. You, \_\_\_\_\_\_, are employed by me, [NAME OF RESEARCHER], and paid from funds administered by the University of Victoria for my Research Project funding by [NAME OF FUNDING AGENCY].

[USE THE FOLLOWING IF AN HOURLY EMPLOYEE]

1. Your rate of pay is $\_\_\_\_\_\_\_\_ per hour. You will work up to \_\_\_\_\_ hours per week. You will comply with reasonable requirements for reporting your hours and you will be paid in accordance with University payroll procedures for grant-funded employees

[USE THE FOLLOWING IF A SALARIED EMPLOYEE]

1. *Your salary will be $\_\_\_\_\_\_\_ per month. You will be paid in accordance with University payroll procedures for grant-funded employees. Your appointment will be for \_\_\_\_\_ FTE.*
2. Your normal work hours will be \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[e.g., 8:30 to 4:30, Monday to Friday, Hours of work required for the position may vary, be irregular, and/or occur outside of normal office days and hours but will be those necessary for the performance of and to meet the requirements and expectations of the position. You have the flexibility to manage and arrange the times and days of your work schedule balanced within the average weekly hours per pay period, including flex time as needed for personal appointments or other needs, and provided you meet work requirements and expectations of the projects and clients’ needs. Please discuss your work schedule and any flexibility with your direct supervisor.].
3. You will not work overtime hours without express written permission from me [ You will be compensated for your overtime at $X rate of pay OR In lieu of compensation for any overtime incurred, you are provided with personal days].
4. I will provide you with the necessary equipment and space to carry out your employment duties. Any equipment provided to you remains my property/the property of the University and is to be used for work-related tasks only.
5. Subject to these terms, the term of your employment is [INSERT LENGTH OF TIME TO A **MAXIMUM OF ONE YEAR],** ending on \_\_\_\_\_\_\_\_ (the “Term”). *[Optional: and is subject to a probationary period of 3 months].* On this date your employment will terminate without any further notice or severance pay required from me. [*Optional* *This position is renewable for additional year(s)] [Optional: with a further performance-based salary adjustment]* subject to satisfactory performance and the availability of funding.

[ Your position is for a fixed term as set out above and therefore there should be no expectation that your employment will be renewed after the expiry of this term, even if similar employment has been offered in the past. If UVic grant funding continues at the same level next year, we can anticipate discussing whether or not your employment contract will be renewed for a further fixed term agreed upon by both of us. However, we cannot guarantee that funding will continue at the same level and if it is, further employment is not automatic.]

1. Your employment may also be terminated by me:
   1. If you break your employment contract such that there is just cause for dismissal;
   2. If my grant funding that pays your salary is terminated or reduced such that I can no longer fund your position and I give you two weeks’ notice of termination of the position; or
   3. Pursuant to the provisions of the *Employment Standards Act.*
2. You are eligible for the following benefits: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. During the Term, [you will not be entitled to take a vacation but will be paid 4% of your salary as vacation pay] OR [you will receive XX days of vacation per year at a rate of X days per month worked etc.] OR [you will be entitled to X paid sick days and X unpaid sick days]
4. Any intellectual property that you produce while working for me is my property. This includes any notes, tables, reports, discoveries, inventions or any other material produced during the course of your employment. Your contribution to the research will be given credit in accordance with Tri-Council guidelines and you may use any data collected by you and your notes for your own research and publications with my consent, which I will not unreasonably withhold.
5. One month prior to the end of your term of employment, we may agree to extend your employment for a new fixed term of up to one year. However, this will only be by mutual agreement. You have no right to a second appointment.