

## ARTICLE 16 - PERFORMANCE OF DUTIES

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### 16.1 Academic Staff Members

In accepting an appointment at the College, academic staff members agree to take on the duties prescribed for their category. Members are responsible in the first instance to the Dean for the performance of all their College duties, assigned or otherwise.

16.1.1 The duties of a faculty member shall normally include:

- a) teaching and related duties;
- b) scholarship, research or equivalent professional activities;
- c) administrative duties; and
- d) public service.

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16.1.2 The duties of a librarian shall include one, some, or all of the following:

- a) position responsibilities consistent with the status of a professional librarian and associated with serving the needs of the College Library and the College community;
- b) scholarship, research or equivalent professional activities;
- c) administrative duties; and
- d) public service.

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16.1.3 The primary professional ~~duties~~ ~~of an instructor is~~ ~~teaching and service to teach~~. Other teaching-related duties may be required of instructors. If such other duties are to be assigned the member shall be consulted beforehand and teaching loads shall be adjusted appropriately. Performance in other areas may be taken into account at the Instructor's request and with the approval of the Dean.

16.1.4 The duties of a laboratory instructor are to provide support for the teaching program and shall include one, some, or all of:

- a) laboratory instruction and other appropriate instructional duties;
- b) laboratory development and related professional activity;
- c) administration and maintenance; and
- d) public service.

16.1.5 The primary duty of a sessional is to teach. If any other duties are to be assigned, these must be explicitly stated in the letter of appointment. ~~Sessional members may choose to accept service work for the College and shall be paid in accordance with Appendix A — Sessional Member Hourly Rate. The Dean shall authorize the committees for which Sessional Members will be recruited. Such authorization shall not be unreasonably withheld.~~ Article 16.4.2 shall not apply to sessional lecturers.

### 16.2 Activities Related to Duties

16.2.1 The College Criteria Document may elaborate upon, but shall not prescribe outside, the duties identified in Article 16.1. The criteria document may define what constitutes "public service" but shall not prescribe specific duties in this area.

### 16.3 Assignment of Duties

16.3.1 Teaching duties are assigned by the Dean following consultation in committee with the relevant University academic unit. The Dean will attempt to accommodate faculty needs when class schedules are being set.

16.3.2 Duties may vary over time for any given member, at any given point in time between members, or over time between the members of different academic or administrative units. No member shall be assigned a course load that exceeds the agreed to course load within the College. Such course load will be determined by the Dean, following consultation in committee with full-time academic staff members.

An academic staff member may apply to the Dean for a change in the array and mix of duties. The request shall take into account the needs of both the member and the College.

~~Such a request shall not be unreasonably denied.~~

The performance review will reflect the academic staff member's array and mix of duties.

16.3.3 Academic staff members shall be assigned duties in a fair and equitable manner to ensure a reasonable workload.

16.3.4 Notwithstanding 16.1, in assigning duties to the academic staff members of the College, the Dean may assign a lighter workload to members with tenure-track appointments than to members with tenured appointments.

#### 16.4 **Further Considerations**

16.4.1 Except for vacation time and approved leaves, or unless otherwise specified in the terms of appointment, academic staff members are expected to carry out their duties for the entire twelve months of the academic year.

16.4.2 Academic staff members with full-time appointments shall not engage in outside professional activities to the extent that they interfere with the performance of their College duties. Outside professional activities that are appropriately related to a member's duties at the College shall be encouraged. Outside professional activities include but are not limited to consulting, personal contracts, private practice in the member's profession, and teaching duties for any other employer.

If there is reasonable doubt that an outside professional activity might compromise an academic staff member's ability to perform regular duties the member shall apply beforehand in writing to the Dean describing the nature and duration of the prospective activities. The member shall keep the Dean informed of the general nature and scope of the approved activities and provide details on the Annual Information Form.

16.4.3 Normally, the duties of academic staff members are to be performed on campus unless other arrangements are approved in advance by the Dean. The Dean shall not withhold approval unreasonably.

16.4.4 Academic staff members shall maintain scholarly and professional competence appropriate to their duties.

16.4.5 In activities outside the College, academic staff members may not claim to represent the College without prior authorization from the Dean.

#### 16.5 **Librarians**

16.5.1 Librarians may request release from other duties, for a minimum of two weeks each academic year, to pursue professional research or scholarly activities.

16.5.2 The release shall be scheduled by agreement between the librarian and the President, or designate.

16.5.3 The President, or designate, and the librarian requesting the assignment shall, in the process of consultation, discuss the research/scholarly/professional proposal.

16.5.4 The work for which research/scholarly/professional assignment was granted shall be evaluated as part of the normal review process.

16.5.5 The librarian may request to accumulate up to four weeks of research time by notifying the President, or designate, at least three months before the end of the academic year.

#### 16.6 **Laboratory Instructors**

Whenever there is an additional assignment made to the agreed upon workload, overload stipends shall be

provided on a per lab basis in accordance with Appendix A. Laboratory Instructors shall not be required to accept an assignment that exceeds the agreed upon workload, nor shall the Laboratory Instructor receive adverse performance reviews or be disciplined for declining such an assignment.

#### 16.7 **Sabbatical**

The College endorses sabbaticals as a means of encouraging continuous professional development and productive scholarship which will be mutually beneficial to the academic staff member and the institution. A member may apply for, or the College may offer, a sabbatical. The College shall grant annually a limited number of sabbaticals in keeping with its responsibilities. Such sabbaticals will not be withheld unreasonably.

16.7.1 **Eligibility:** In order to be eligible for a first sabbatical, the academic staff member must have at least six years of continuous employment at Luther College, and hold an appointment with tenure, ~~in one or more of the ranks of Professor, Associate Professor, Assistant Professor, Lecturer, Librarian, Instructor, or Laboratory Instructor.~~

To be eligible for a subsequent twelve-month sabbatical, the academic staff member must have had at least six years of continuous employment in the above ranks since returning from the previous sabbatical. To be eligible for a subsequent six-month sabbatical, the member must have had at least three years of continuous full-time employment in the above ranks since returning from the previous sabbatical.

All years of eligibility are foregone when an academic staff member takes a sabbatical. However, should a member have eligibility, a proposal fully acceptable to the Dean, and a valid plan for a sabbatical, and then have such a leave delayed by the Dean for a year or more, that member shall be granted a sabbatical as soon as possible, and eligibility for the subsequent sabbatical shall be accumulated as if the member had taken the sabbatical as originally planned.

16.7.2 **Duration:** A sabbatical is for a period of twelve months, or for a period of six months, commencing July 1 or January 1. With the concurrence of the Dean, an academic staff member may take a twelve-month sabbatical in two six-month periods with an interval of six months between these.

16.7.3 **Remuneration:** The academic staff member shall receive eighty per cent (80%) of salary, exclusive of stipends, which is in effect during the sabbatical period (prorated if less than full time). The member may apply to use part of the remuneration as a research grant. Other remuneration which the member may receive during the sabbatical is limited to an amount which brings the total to one hundred per cent of normal salary, exclusive of grants for research purposes and monies obtained for authorized outside professional activities, plus travel and related expenses for the member (unless claimed as part of the sabbatical grant defined above), spouse and dependent children. The College assumes no responsibility for the taxation status of sabbatical grants.

16.7.3.1 With the agreement of the Dean, an academic staff member may elect to take a six-month sabbatical at one hundred percent (100%) of salary in lieu of a twelve-month sabbatical at eighty percent (80%) of salary.

16.7.3.2 Only at the request of the Dean shall an academic staff member teach at the College while on sabbatical. Members shall be paid one overload stipend for each course taught. Members shall not receive adverse performance reviews or be disciplined for declining an appointment to teach at the College while they are on sabbatical.

16.7.4 **Benefits:** The College's and the academic staff member's contributions to employee benefits will be based on the salary which the member would normally have received in that year.

16.7.5 **Vacation:** Annual vacation, prorated to the length of the sabbatical, shall be earned during the sabbatical in the normal manner. The member shall be assumed to have used a prorated portion of annual vacation during the sabbatical.

16.7.6 **Application:** An eligible academic staff member may apply to the Dean nine months prior to the beginning of the academic year in which the sabbatical is to commence (i.e., by October 1). A detailed statement of the member's plans for the entire period of sabbatical, indicating the anticipated benefits to the member and the institution, shall accompany the application.

The Peer Review Committee shall review all applications for sabbatical within two months following their submission, and make recommendations to the Dean.

16.7.7 **Notification:** The Dean shall inform the academic staff member at least six months prior to the commencement of the academic year in which the sabbatical is proposed to commence.

Should an application not be approved, and upon written request, the President shall provide written reasons for the decision.

16.7.8 **Cancellation and Change:** The academic staff member may cancel the application by notifying the Dean in writing at least four months prior to the commencement of the academic year in which the sabbatical was proposed to commence. After that date the sabbatical normally may not be cancelled or deferred. It is the responsibility of the member to notify the Dean of any changes in plans, and to consult with the Dean about revised plans in order to use the sabbatical for appropriate professional development and productive scholarship.

16.7.9 **Sabbatical Report:** The academic staff member must prepare and forward to the Dean a full written account of the member's scholastic and professional activities during the sabbatical. This report and details of the original sabbatical plan and any modifications to the plan are to be included as part of the member's annual information form.

16.7.10 **Return to Staff:** The academic staff member shall return to the staff of the College for a period of at least six months following the sabbatical, or the College may require the member to reimburse the College for all remuneration received during the sabbatical prorated to the amount of time, expressed in full months, by which the member's service to the College since returning is short of six months. This condition shall not apply when a member, immediately upon returning from a sabbatical, ceases to be employed as a result of an unforeseen early retirement.

16.7.11 **Teaching Load Upon Return:** The teaching load of the academic staff member on sabbatical shall be suspended for the period of sabbatical and resumed upon return.

16.7.12 **Waiver of Specifications:** Any of the above specifications may be waived by mutual agreement, confirmed in writing, between the College, the academic staff member, and the Faculty Association.

16.7.13 **Salary Adjustments:** Time spent on sabbatical shall count as service with the College for salary adjustments.

#### 16.8Scheduling

Wherever possible, academic staff members shall be scheduled to teach such that there is a minimum of 12 hours between the end of the last class of the day and the start of the first class of the next day. This requirement may be waived by the member.