

## Article 43: Transfers and Mergers

43.01 A member may be transferred to the Library or to an academic unit other than the one to which he or she was originally appointed, subject to the consent of the member, in consultation with the DPC in the member's academic unit or the LPC, and the DPC in the academic unit to which the member is transferring or the LPC. A member shall not unreasonably withhold his or her consent to be transferred.

A member who applies for a position advertised in accordance with Articles 12 and 13 for which she or he is qualified in another academic unit shall be given first consideration.

43.02 The appointment of a member who transfers as per Article 43.01 shall be of a temporary nature for at least one (1) year. The procedures for initial appointment shall be in accordance with Articles 12 and 13. Performance shall be reviewed at the end of the temporary period and a decision shall be taken on whether to make the appointment permanent. The procedures for such review shall be in accordance with Articles 14 and 15. Should there be a decision not to make the appointment permanent or should the member withdraw the transfer request, the member shall resume her or his former duties without the loss of any entitlements.

43.03 Article 43.02 shall not apply in the case of transfers effected under the terms of Article 44 (Adjustments to Units for Academic Reasons).

43.04 A member who voluntarily transfers as per Article 43.01 or who transfers according to the terms of Article 44 (Adjustments to Units for Academic Reasons) shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements. The member's work in the previous unit shall be considered in the subsequent evaluation.

43.05 In the event of a merger, discontinuance, expansion and/or extension of the bargaining unit, all existing rights of the membership, as noted in the Collective Agreement, will be honoured.

43.06 In the event that Concordia University, in whole or in part, is consolidated, amalgamated, or merged into or with any other division, school, college, or component of a system of higher education in Quebec during the life of this agreement, the present bargaining unit, as defined in this agreement, shall remain distinct and this agreement shall remain in full force and effect.

- 43.07 In the event of an amalgamation, consolidation, or merger of Concordia University or any of its constituent Faculties or academic units with any other institution, employees eligible for membership in the Association who are not members of another bargaining unit with a current Collective Agreement in force shall, subject to a favourable vote, immediately become members of the Association in which case the terms and conditions of this Collective Agreement shall immediately apply to all such persons.
- 43.08 In the event that there is a successor or successors in interest in whole or in part to the Board of Governors of Concordia University such successor(s) shall be bound by and shall assume all the rights, duties, and obligations of the Board as if such successor(s) in interest were a named party and signatory to this agreement.

Agreed April 16, 2012