

### **H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES**

The Contractor shall comply with the hiring preferences set forth below. The Contractor's failure to comply with this clause may result in the costs being determined to be unallowable. See also Section I. 51, FAR 52.222-17.

(A) The right of first refusal for employment in Section I, FAR 52.222-17 Nondisplacement of Qualified Workers (MAY 2014), is applicable to the service employees employed under the Idaho Treatment Group L.L.C. Contract DE- EM-0001467 (hereinafter ITG DOE Contract), and CH2M/WG Idaho L.L.C. Contract DOE-AC07-05ID14516 (hereinafter CWI DOE Contract), for the same or similar services, which are to be performed by the Contractor and its subcontractors. The Contractor shall comply with the right of first refusal for employment for service employees and all of the requirements set forth in FAR 52.222-17 Nondisplacement of Qualified Workers for the applicable work and positions before applying any of the hiring preferences in paragraph (B) below. If a service employee employed under the ITG and/or CWI DOE Contracts declines a bona fide express offer of employment under Paragraph (A) above, the Contractor need not provide the right of first refusal or the preference in hiring specified in paragraph (B)(1)(a) and (b) below to such employee, but shall provide all other preferences in hiring in Paragraph (B) below, as applicable. The obligation to offer employment under Paragraph (A) above shall continue for 90 days after issuance of the NTP, and also, 90 days after the Contract Effective Date.

(B) The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies at the Idaho Cleanup Project (ICP Core) for non-managerial positions (i.e., all those below the first line of supervision) in non-construction activities of the PWS under this Contract, in accordance with the hiring preferences in paragraphs (1) – (5) below (subject to paragraph (A) above), any applicable collective-bargaining agreement(s), site seniority and applicable law, as set forth below.

(1) The Contractor shall provide Incumbent Employees the preferences in the following paragraphs (a) – (c) in descending order of priority:

(a) A right of first refusal for vacancies in non-managerial positions that are substantially equivalent to the positions the Incumbent Employees held at the time of NTP.

(b) A preference in hiring for vacancies in non-managerial positions for the Incumbent Employees who meet the qualifications for the position.

(c) A preference in hiring for vacancies in non-managerial positions for the Incumbent Employees who may not meet the qualifications for the position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

(2) The Contractor shall give a preference in hiring to individuals (1) who are former employees of CWI and ITG and (2) who are entitled to recall rights consistent with any applicable collective bargaining agreement(s) at the Idaho Cleanup Project (ICP) and the Advanced Mixed Waste Treatment Project (AMWTP).

(3) The Contractor shall give a preference in hiring to individuals set forth below in paragraphs (a) and (b), in descending order of priority, who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employee Hiring Preference”, consistent with the provisions of any applicable Workforce Restructuring Plan and Departmental guidance on workforce restructuring, as amended from time to time, regarding the preferential hiring of employees:

(a) Former employees of CWI or ITG.

(b) Former employees of any other DOE contractor or subcontractor at a DOE defense nuclear facility.

(4) The Contractor shall give a preference in hiring to individuals (1) who were formerly employed at the ICP and AMWTP; and (2) who were involuntarily separated (other than for cause) from their employment at the ICP and AMWTP; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

(5) The Contractor shall give a preference in hiring to individuals (1) who have separated from employment at the ICP or AMWTP; (2) who are not precluded from seeking employment at the ICP Core by the terms of employee waivers or releases of claims they executed absent repayment of severance consistent with the terms of those agreements; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this Contract.

(6) The Contractor will establish a training program, to the extent practicable, specifically for the purpose of training individuals for the purpose specified in paragraph (B)(1)(c) above.