H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

(A) Hiring Preferences. Employees will receive a right of first refusal and/or other preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities in Section C, Performance Work Statement (PWS), in accordance with this clause, and any applicable collective-bargaining agreement(s) and site seniority, as set forth below.

(1) During the Workforce Transition Period, the Contractor shall provide the right of first refusal and preferences in hiring in the following order of precedence:

(a) The Contractor shall give a right of first refusal for vacancies in non-managerial positions under this Contract to individuals (1) who are LPP Incumbent Employees, who are USEC Employees, who are TPMC Employees who have been identified by their employer as being at risk of being involuntarily separated by their employer, and who are UDS Employees who have been identified by their employer as being at risk of being involuntarily separated; (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (3) who hold positions or perform functions during the Workforce Transition Period that are substantially equivalent to the vacancies in such non-managerial positions under this Contract and also to individuals who held positions or performed functions during the six months preceding the first day of the Workforce Transition Period that are substantially equivalent to the vacancies in such non-managerial positions under this Contract.

(b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are LPP Incumbent Employees, USEC Employees who have been identified by their employer as being at risk of being involuntarily separated, TPMC Employees who have been identified by their employer as being at risk of being involuntarily separated by their employer, and UDS Employees who have been identified by their employer as being at risk of being involuntarily separated; (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (3) who meet the qualifications for a particular position.

(c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are LPP Incumbent Employees, USEC Employees who have
been identified by their employer as being at risk of being involuntarily separated, TPMC Employees who have been identified by their employer as being at risk of being involuntarily separated, and UDS Employees who have been identified by their employer as being at risk of being involuntarily separated; (2) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (3) 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 with the training provided pursuant to Clause H.5(A).

(d) Subsequent to the application of the right of first refusal in Paragraph (A)(1)(a) and the preferences in hiring in Paragraphs (A)(1)(b) and (c) above, the Contractor shall give a preference in hiring for vacancies pursuant to Paragraph (A)(3) below.

(2) After the Workforce Transition Period and continuing throughout the remaining period of performance under this Contract, the right of first refusal and/or other preferences in hiring shall be provided in the following order of precedence:

(a) The Contractor shall give a right of first refusal in hiring for vacancies in non-managerial positions under this Contract to USEC Employees (1) who are employed at the Portsmouth Gaseous Diffusion Plant Site; (2) who have been identified by their employer as being at risk of being involuntarily separated; and (3) who hold or have held positions or perform or have performed functions which are substantially equivalent to vacancies in such non-managerial positions under this Contract.

(b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract, to USEC Employees (1) who are employed at the Portsmouth Gaseous Diffusion Plant Site; and (2) who have been identified by their employer as being at risk of being involuntarily separated, in the following order of precedence:

(i) USEC Employees who meet the qualifications for a particular position.

(ii) USEC Employees 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 with the training provided pursuant to Clause H.5(A).

(c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to TPMC Employees and UDS Employees (1) who are employed at the Portsmouth Gaseous Diffusion Plant Site at the time of the vacancies; and (2) who have been identified by their respective employers as being at risk of being involuntarily separated, in the following order of precedence:

(i) TPMC Employees and UDS Employees who hold positions or perform functions at the time the vacancy arises that are substantially equivalent to the vacancies in such non-managerial positions under this Contract.

(ii) TPMC Employees and UDS Employees who meet the qualifications for particular positions.

(iii) TPMC Employees and UDS Employees 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 with the training provided pursuant to Clause H.5(A) For purposes of this paragraph (2)(c), the phrase “during the Workforce Transition Period” contained in Clause H.2(J)(2) and(L)(2), is not applicable. The respective employees are to be employed at the Portsmouth Gaseous Diffusion Plant Site at the time of the vacancy.

(d) Subsequent to the application of the right of first refusal in Paragraph (A)(2)(a) and the preferences in hiring in Paragraphs (A)(2)(b) and (c) above, the Contractor shall give a preference in Portsmouth D&D Project Section H Solicitation No. DE-RP30-09CC40017H-5 hiring for vacancies in the order of precedence as set forth in Paragraph (A)(3) below.

(3) During the entire period of performance under this Contract, but subordinate to the preferences set out in Paragraphs (A)(1)(a) – (c) and (A)(2)(a) – (c) above, the Contractor shall provide preferences in hiring in the following order of precedence:
(a) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to USEC Employees employed at the Portsmouth Gaseous Diffusion Plant Site (1) who have been identified by their employer as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and(3) of Title 29 of the United States Code) at the Portsmouth Gaseous Diffusion Plant Site; and (2) who are qualified and/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 with the training provided pursuant to Clause H.5(A).

(b) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are former employees of USEC, former employees of the LPP Incumbent Contractor, and former employees of the LPP Incumbent Contractor's first and second-tier subcontractors; and (2) who are entitled to recall rights consistent with any applicable site seniority and any applicable collective bargaining agreement(s) at the Portsmouth Gaseous Diffusion Plant Site.

(c) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who are Grandfathered Employees and who are former employees of the LPP Incumbent Contractor, TPMC, UDS, and USEC at the Portsmouth Gaseous Diffusion Plant Site; (2) who have been involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR952.226-74, Displaced Employee Hiring Preference” and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

(d) The Contractor shall give a preference in hiring for non-managerial positions under this Contract to individuals (1) who are former employees of the LPP Incumbent Contractor, TPMC, UDS, and USEC; and any other DOE contractor or subcontractor at the Portsmouth Gaseous Diffusion Plant Site; (2) who are entitled to recall rights consistent with any applicable site seniority and any applicable collective bargaining agreement(s) at the Portsmouth Gaseous Diffusion Plant Site; and (3) who are Grandfathered Employees and who are former employees of the LPP Incumbent Contractor, TPMC, UDS, and USEC at the Portsmouth Gaseous Diffusion Plant Site; (4) who have been involuntarily separated (other than for cause) from employment; and (5) who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR952.226-74, Displaced Employee Hiring Preference” and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
Portsmouth D&D Project
Solicitation No. DE-RP30-09CC40017

Diffusion Plant Site; (2) who were involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled “DEAR 952.226-74, Portsmouth D&D Project Section H Solicitation No. DE-RP30-09CC40017H-6 Displaced Employee Hiring Preference” and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

(e) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who were formerly employed by any other DOE contractor or subcontractor at a DOE defense nuclear facility; and (2) who are eligible for the hiring preference contained in the clause in Section I of this Contract entitled “DEAR 952.226-74, Displaced Employees Hiring Preference” as provided in that clause and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

(f) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who were formerly employed at the Portsmouth Gaseous Diffusion Plant Site by the LPP Incumbent Contractor, TPMC, UDS, and USEC; (2) who were involuntarily separated (other than for cause) from their employment at the Portsmouth Gaseous Diffusion Plant Site; 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.

(g) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this Contract to individuals (1) who have separated from employment at the Portsmouth Gaseous Diffusion Plant Site; (2) who are not barred from seeking employment at the Portsmouth Gaseous Diffusion Plant Site by the terms of employee waivers or releases of claims they executed; 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.

(4) Clauses H.3(A)(1), (2), and (3) do not prohibit the Contractor from selecting the Contractor’s existing employees at the Portsmouth Gaseous Diffusion Plant Site for positions or functions under this Contract.

(B) **Costs.** Any costs incurred by the Contractor as a result of the Contractor’s failure to comply with the hiring preferences as set forth in this Contract will be unallowable, unless such costs were incurred as the result of the Contracting Officer’s direction.