

Conciliation Agreement  
Between the  
U.S. Department of Labor Office of Federal Contract Compliance Programs  
And  
Jones Lang LaSalle  
OFCCP Case No. R00211675

**I. Preliminary Statement**

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the Jones Lang LaSalle (JLL) establishment located at 200 E. Randolph Street, Chicago, IL 60601, beginning on May 20, 2019. OFCCP found that JLL failed to comply with Executive Order 11246, as amended (E.O. 11246 or the Executive Order); Section 503 of the Rehabilitation Act of 1973 (Section 503), as amended; or the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA), as amended and their respective implementing regulations at 41 Code of Federal Regulations (CFR) Chapter 60.

OFCCP notified JLL of the specific violations and the corrective actions required in a Notice of Violation (NOV) issued on October 26, 2021.

In the interest of resolving the violations without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and JLL enter into this Conciliation Agreement (Agreement) and its attachments, and the parties agree to all the terms therein.

**II. General Terms and Conditions**

1. In exchange for JLL's fulfillment of all its obligations in this Agreement, OFCCP will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503, and/or VEVRAA based on the violations described in the NOV. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if JLL violates any provision of this Agreement, as set forth in Paragraph 10, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.
2. OFCCP may review JLL's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. JLL will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all hard copy or electronic reports and documents it requests, including those specified in this Agreement.
3. Nothing in this Agreement relieves JLL of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity through affirmative action.

4. JLL agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
5. The parties understand the terms of this Agreement and enter into it voluntarily.
6. This Agreement constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
7. This Agreement becomes effective on the day it is signed by the Regional Director (Effective Date).
8. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
9. This Agreement will expire sixty (60) days after JLL submits its final progress report required in Section IV, below, unless OFCCP notifies JLL in writing before the expiration date that JLL has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that JLL has met all of its obligations under the Agreement.
10. If JLL violates this Agreement:
  - a. The procedures at 41 CFR 60-1.34, 41 CFR 60-300.63, and/or 41 CFR 60-741.63 will govern:
    - i. OFCCP will send JLL a written notice stating the alleged violation(s) and summarizing any supporting evidence.
    - ii. JLL shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected employees or applicants.
    - iii. If JLL is unable to demonstrate that it has not violated the Agreement, or if OFCCP's alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
    - iv. In the event of a breach of this Agreement by JLL, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.

- b. JLL may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 CFR 60-1.27, 41 CFR 60-741.66, or 41 CFR 60-300.66, and/or other appropriate relief for violating this Agreement.
- 11. JLL does not admit any violation of the Executive Order, Section 503 or VEVRAA, nor has there been an adjudication on the merits regarding any such violation.
- 12. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.
- 13. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.
- 14. Each party shall bear its own fees and expenses with respect to this matter.
- 15. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to any OFCCP policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.
- 16. All references to “days” in this Agreement are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

### III. Technical Violations and Remedies

- 1. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, JLL failed to develop and maintain an acceptable organizational profile, in violation of 41 CFR 60–2.11. Specifically, the workforce analysis included in the company’s initial AAP submission failed to include departmental or unit supervision; failed to include the wage rate or salary range for each job title; was not organized by department, job families, or disciplines; and the job titles were not ranked from the lowest paid to the highest paid within each department. On July 16, 2021, JLL submitted a revised workforce analysis; however, this version of the workforce analysis failed to include the wage rate or salary range for each job title, and the job titles were not ranked from the lowest paid to the highest paid within each department.

**REMEDY:** JLL will develop and maintain an acceptable organizational profile, as required by 41 CFR 60-2.11.

- 2. **VIOLATION:** During the period January 1, 2019 through December 31, 2019, JLL failed to adequately perform in-depth analyses of its total employment process to

determine whether and where impediments to equal employment opportunity exist in violation of 41 CFR 60-2.17(b). Specifically, many of the job titles in JLL's applicant data did not match the job titles in JLL's hires data in multiple job groups, which left JLL unable to perform an accurate in-depth analysis of its applicant flow and hiring data to determine whether there are selection disparities.

**REMEDY:** JLL will perform in-depth analyses of its total employment process to determine whether and where impediments to equal employment opportunity exist, as required by 41 CFR 60-2.17(b).

- 3. VIOLATION:** During the period January 1, 2018 through December 31, 2018, JLL failed to adequately develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, in violation of 41 CFR 60-2.17(d). Specifically, JLL did not adequately monitor its applicant and hire data, which left the company unable to accurately measure the effectiveness of its total affirmative action program.

**REMEDY:** JLL will develop and implement an auditing system that periodically measures the effectiveness of its total affirmative action program, as required by 41 CFR 60-2.17(d).

- 4. VIOLATION:** During the period January 1, 2018 through December 31, 2018, JLL failed to review the effectiveness of the outreach and recruitment efforts taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified protected veterans, in violation of 41 CFR 60-300.44(f)(3). Specifically, JLL failed to identify the criteria used to evaluate the effectiveness of each outreach and recruitment effort and the conclusion as to whether each effort was effective.

**REMEDY:** JLL will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, as required by 41 CFR 60-300.44(f)(3). If JLL concludes that the totality of its efforts were not effective in identifying and recruiting qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-300.44(f)(1) or (f)(2).

- 5. VIOLATION:** During the period January 1, 2018 through December 31, 2018, JLL failed to review the effectiveness of the outreach and recruitment efforts taken over the previous twelve months to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities, in violation of 41 CFR 60-741.44(f)(3). Specifically, JLL failed to identify the criteria used to evaluate the effectiveness of each outreach and recruitment effort and the conclusion as to whether each effort was effective.

**REMEDY:** JLL will annually review its outreach and recruitment activities, assess their effectiveness, and document this review, as required by 41 CFR 60-741.44(f)(3). If JLL concludes that the totality of its efforts were not effective in identifying and recruiting

qualified protected veterans, it shall identify and implement alternative efforts listed in 41 CFR 60-741.44(f)(1) or (f)(2).

#### IV. OFCCP Monitoring Period

1. **Recordkeeping.** JLL agrees to retain all records relevant to the violations cited in Section III above and the reports submitted in compliance with Paragraph 2, below. These records include underlying data and information such as Human Resources Information System (HRIS) and payroll data, job applications and personnel records, and any other records or data used to generate the required reports. JLL will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.
2. **Contractor Reports.**

- A. **Schedule and Instructions.** JLL will submit the documents and progress reports described below via email to District Director Adam Young at (b) (6), (b) (7)(C)@dol.gov.

JLL agrees to furnish OFCCP with the following reports during the Monitoring Period according to the following schedule:

Progress Report 1 will be due on March 1, 2022, and will cover the period from the effective date of this Agreement through December 31, 2021.

Progress Report 2 will be due on March 1, 2023, and will cover the period from the effective date of this Agreement through December 31, 2022.

JLL and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports JLL provides in accordance with this agreement are trade secrets, commercial, and/or financial in nature, and customarily kept private or closely-held, and JLL believes should remain confidential under Exemption 4 of the Freedom of Information Act (FOIA) in the event of a FOIA request, JLL will provide such reports to OFCCP marked as “Confidential”. In the event of a FOIA request, OFCCP will promptly notify JLL of the FOIA request and provide JLL with an opportunity to object to disclosure. OFCCP will withhold disclosure of such reports to the maximum extent allowable by law.

#### Each Progress Report shall include:

Pursuant to violation 1: An organization profile that meets the requirements described in 41 CFR 60-2.11.

Pursuant to violations 2 and 3:

- A. A copy of the company's Executive Order 11246 AAP as of the start of the current AAP year prepared in accordance with the requirements of 41 CFR 60-1.40, and 41 CFR 60-2.1 through 60-2.17.
- B. For each job group and job title, the total number of applicants and the total number of hires, as well as the number of African-American/Black, Asian/Pacific Islander, Hispanic, American Indian/Alaskan Native, White, and the number of female and male applicants and hires. For each job group and job title the total number of applicants for whom race and/or sex is not known should be included in the data submitted.
- C. A copy of JLL's records or other information showing whether the total selection process for hiring activity during the progress reporting period in each job group has an adverse impact on the basis of sex, race or ethnicity pursuant to 41 CFR 60-3.15(A)(2).

Pursuant to violations 4 and 5: The assessments of the external outreach and recruitment efforts taken to evaluate their effectiveness in identifying and recruiting qualified individuals with disabilities and protected veteran that meets the requirements described in 41 CFR 60-300.44(f)(3) and 41 CFR 60-741.44(f)(3).

- 3. **Close of Monitoring Period and Termination of Agreement.** This Agreement shall remain in effect until the monitoring period is completed. The monitoring period will close once OFCCP accepts JLL's final progress report as set forth in Part II, Paragraph 10 above. If OFCCP fails to notify JLL in writing within sixty (60) days of the date of the final progress report that JLL has not fulfilled all of its obligations under the Agreement, OFCCP will be deemed to have accepted the final report and the Monitoring Period and this Agreement will terminate. If OFCCP notifies JLL within the allotted time that it has not fulfilled all of its obligations, this Agreement is automatically extended until the date that OFCCP determines JLL has met all of its obligations under the Agreement.

## V. SIGNATURES

The person signing this Agreement on behalf of JLL personally warrants that he or she is fully authorized to do so, that JLL has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on JLL.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and Jones Lang LaSalle, 200 E. Randolph Street, Chicago, IL 60601.

(b) (6), (b) (7)(C)

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Mary Bilbrey  
Chief Human Resources Officer  
Jones Lang LaSalle

DATE: 12/3/2021

(b) (6), (b) (7)(C)

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Carmen Navarro  
Regional Director  
OFCCP, Midwest Region

DATE: 12/9/21