SMOKE-FREE WORKPLACE POLICY (IL)

**[EMPLOYER NAME] Prohibits Smoking in the Workplace**

{d.employeeName} prohibits and will not tolerate smoking in the workplace, including all indoor facilities, offices, lunchrooms, breakrooms, bathrooms and company vehicles with more than one person. Smoking also is prohibited on {d.employeeName} 's outdoor property, including areas within 15 feet of entrances, exits, windows, and ventilation intakes. This policy applies to all employees and visitors.

For purposes of this policy, smoking includes lighting, smoking, or carrying a lighted cigarette, cigar, or pipe[, and the use of any electronic smoking device]. This list is illustrative only and not exhaustive.

"No Smoking" signs will be posted at all entrances and in bathrooms.

**Complaint Procedure**

If you witness conduct that you believe violates this policy, you should speak to, write, or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the [next level above your direct supervisor/{d.departmentName} ] as soon as possible. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

{d.employeeName} will investigate all complaints of violations of this policy and will take prompt corrective action, including discipline, if appropriate.

**No Retaliation**

{d.employeeName} prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting a violation of this policy or cooperating in related investigations.

{d.employeeName} is committed to enforcing this policy. However, the effectiveness of our efforts depends largely on employees telling us about any violations of the policy. Employees who witness smoking in the workplace should report it immediately. If employees do not report smoking in the workplace, {d.employeeName} may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

**Administration of This Policy**

[{d.employeeName} expressly reserves the right to change, modify, or delete the provisions of this Smoke-Free Workplace Policy without notice.]

The [DEPARTMENT NAME] Department is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about smoking in the workplace that are not addressed in this policy, please contact the {d.departmentName} Department.

**[Employees Covered Under a Collective Bargaining Agreement**

The employment terms set out in this policy work in conjunction with, and do not replace, amend, or supplement, any terms or conditions of employment stated in any collective bargaining agreement that a union has with {d.employeeName} . Employees should consult the terms of their collective bargaining agreement.

**[Acknowledgment of Receipt and Review**

[I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date), I received a copy of {d.employeeName}'s Smoke-Free Workplace Policy and that I read it, understood it, and agree to comply with it. I understand that {d.employeeName} has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this policy. Changes to this policy can be made only if approved in writing by {d.position}. I also understand that any delay or failure by {d.employeeName} to enforce any work policy or rule will not constitute a waiver of {d.employeeName}'s right to do so in the future. I understand that neither this policy nor any other communication by a management representative or any other employee, whether oral or written, is intended to in any way create a contract of employment. I understand that, unless I have a written employment agreement signed by an authorized {d.employeeName} representative, **I am employed at will and this policy does not modify my at-will employment status**. If I have a written employment agreement signed by an authorized {d.employeeName} representative and this policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will prevail.

**OR**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date) I received and read a copy of {d.employeeName}'s Smoke-Free Workplace Policy \_\_\_\_\_\_\_\_\_\_\_\_ (edition date) and understand that it is my responsibility to be familiar with and abide by its terms. I understand that the information in this policy is intended to help {d.employeeName}'s employees to work together effectively on assigned job responsibilities. This policy is not promissory and does not set terms or conditions of employment or create an employment contract.

[signature page follows]

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