EQUAL EMPLOYMENT OPPORTUNITY POLICY (IL)

**Equal Opportunity Employer**

{d.employeeName} is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. {d.employeeName} strictly prohibits and does not tolerate discrimination against employees, applicants, or any other covered persons because of race, color, religion, creed, national origin or ancestry, ethnicity, sex, gender (including gender nonconformity and status as a transgender or transsexual individual), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services/military status, genetic information, pregnancy, order of protection status, marital status, sexual orientation, unfavorable discharge from military service, arrest record, expunged or sealed convictions, status as a victim or perceived victim of domestic or sexual violence, or any other characteristic protected under applicable federal, state, or local law. All {d.employeeName} employees, other workers, and representatives are prohibited from engaging in unlawful discrimination. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment.

{d.employeeName} complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, the Illinois Human Rights Act (IHRA), and all applicable state and local law. Consistent with those requirements, {d.employeeName} will reasonably accommodate qualified individuals with a disability if such accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If you believe you need an accommodation, refer any such request to {d.departmentName} Department. {d.employeeName} will also, where appropriate, provide reasonable accommodations for an employee's religious beliefs or practices.

**Complaint Procedure**

If you are subjected to any conduct that you believe violates this policy, you must promptly speak to, write, or otherwise contact your direct supervisor, the {d.departmentName} Department], your designated Human Resources representative, or a member of {d.employeeName} 's senior management team as soon as possible following the offending conduct. If you have not received a satisfactory response within five (5) days after reporting any incident of what you perceive to be discriminatory conduct, please immediately contact [{positionDepartmentName}{d.departmentName} Department]. These individuals will ensure that a prompt investigation is conducted. [Although not mandatory, a Complaint Form is available at [LOCATION] to make your complaint if you wish to use it.]

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. {d.employeeName} will directly and thoroughly investigate the facts and circumstances of all claims of perceived discrimination and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes discriminatory conduct must report the conduct to Human Resources so that an investigation can be made and corrective action taken, if appropriate.

**No Retaliation**

No one will be subject to, and {d.employeeName} prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations. [For more information on {d.employeeName} 's policy prohibiting retaliation, please refer to {d.employeeName} 's Anti-Retaliation Policy or contact the {d.departmentName} Department.]

{d.employeeName} is committed to enforcing this policy against all forms of discrimination. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report discriminatory conduct, {d.employeeName} may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

**Violations of this Policy**

Any employee, regardless of position or title, whom Human Resources determines has subjected an individual to discrimination or retaliation in violation of this policy will be subject to discipline, up to and including termination of employment.

**Administration of this Policy**

The {d.departmentName} Department is responsible for the administration of this policy. If you have any questions regarding this policy or questions about discrimination, accommodations, or retaliation 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.

**Conduct Not Prohibited by This Policy**

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or terms and conditions of employment, forming, joining, or supporting labor unions, bargaining collectively through representatives of their choosing, raising complaints about working conditions for their and their fellow employees' mutual aid or protection, or legally required activities.

**[Acknowledgment of Receipt and Review**

[I , \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_\_\_ (date), I received a copy of {d.employeeName}’s Equal Employment Opportunity 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 can only be made if approved in writing by the {positionDepartmentName} of {d.employeeName} . 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 in any way to 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 control.

**OR**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (employee name), acknowledge that on \_\_\_\_\_\_\_\_\_(date), I received and read a copy of the {d.employeeName} 's Equal Employment Opportunity Policy[, dated \_\_\_\_\_\_\_\_\_ (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 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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