	<b>Document Title:</b> <b>Biometric Information Privacy Policy</b>		<b>Date Issued:</b> 05/01/2020	<b>Revision Date:</b> 5/6/2020
	<b>Document #:</b> <b>DW-PR-06-0015</b>	<b>Revisions Are:</b> <b>REDFACED</b>	<b>Pages:</b> 1 of 3	<b>Revision #:</b> 01

**Purpose:**

- 1.0 D&W Fine Pack, LLC (“D&W”) has implemented the following policy concerning protecting private biometric information that is obtained as a result of D&W’s use of biometric timeclocks.

**Scope:**

- 2.0 This policy is applicable to all hourly team members who use timeclocks. This policy does not apply to salaried team members.

**Responsibilities:**

- 3.0 Corporate Human Resources is responsible for developing operating standards that promote compliance with the terms of this policy.  
3.1 Plant level Human Resources is responsible for maintaining and administering this policy.

**General Policy:**

4.0 Biometric Data Defined

As used in this policy, biometric data includes “biometric identifiers” and “biometric information”. “Biometric identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. Biometric identifiers do not include writing samples, written signatures, photographs, human biological samples used for valid scientific testing or screening, demographic data, tattoo descriptions, or physical descriptions such as height, weight, hair color, or eye color. Biometric identifiers do not include information captured from a patient in a health care setting or information collected, used or stored for health care treatment, payment, or operations under the federal Health Insurance Portability and Accountability Act of 1996.

“Biometric information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.


5.0 Purpose for Collection of Biometric Data

D&W and/or the licensor of D&W’s time and attendance software, **Ultimate Software**, collect, store, and use biometric data for Team Member identification, timekeeping and fraud prevention related to recording time and attendance.

6.0 Disclosure and Authorization

To the extent that D&W and/or the licensor of D&W’s time and attendance software collect, capture, or otherwise obtain biometric data relating to a Team Member, D&W will first:

1. Inform the Team Member in writing that D&W and the licensor of D&W’s time and attendance software are collecting, capturing, or otherwise obtaining the Team Member’s biometric data and that D&W is providing such biometric data to the licensor of D&W’s time and attendance software.
2. Inform the Team Member in writing of the specific purpose and length of time for which the Team Member’s biometric data is being collected, stored, and used; and
3. Receive a written release signed by the Team Member (or his or her legally authorized representative) authorizing D&W and the licensor of D&W’s time and attendance software to collect, store, and use the Team Member’s biometric data for the specific purposes disclosed by D&W, and for D&W to provide such biometric data to its licensor of D&W’s time and attendance software.

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D&W will not disclose or disseminate any biometric data unless:

1. Team Member has executed a consent form agreeing to such disclosure or dissemination;
2. The disclosed data completes a financial transaction requested or authorized by the Team Member;
3. Disclosure is required by state or federal law or municipal ordinance; or
4. Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

D&W and the licensor of D&W's time and attendance software will not sell, lease, trade, or otherwise profit from Team Members' biometric data; provided, however, that the licensor of D&W's time and attendance software may be paid for products or services used by D&W that utilize such biometric data.

#### 7.0 Retention Schedule

D&W shall retain Team Member biometric data only until, and shall request that the licensor of D&W's time and attendance software permanently destroy such data, when the **first** of the following occurs:

1. Within seventy-two (72) hours of the termination of the purpose for collecting, obtaining or storing the Team Member's biometric data, such as the termination of the Team Member's employment with D&W, or the Team Member's transfer to a role within D&W for which biometric data is not utilized; or
2. Within three (3) years of the Team Member's last interaction with D&W.

#### 8.0 Data Storage

D&W shall use a reasonable standard of care to store, transit and protect from disclosure any paper or electronic biometric data collected. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which D&W stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.


#### General Notes:

##### 9.0 Attachments

- Biometric Information Privacy Policy-Team Member Consent & Release Form

#### Revision History:

<u>Date</u>	<u>Author</u>	<u>Description of Change</u>
04/30/2020	Jackie Krisik	Document creation/Initial release
5/5/2020	Kelli Bennett	Added name of Timekeeping licensor, Ultimate software

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### Biometric Information Privacy Policy - Team Member Consent & Release Form

The Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), regulates the collection, storage, use and retention of “biometric identifiers” and “biometric information.” “Biometric identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry. “Biometric information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual. This consent and release form is provided pursuant to BIPA.

The Team Member named below has been advised and understands that D&W Fine Pack, LLC (“D&W”) and the licensor of the **Ultimate Time Management (“UTM”)** time and attendance software collect, Ultimate Software, retain and use biometric data for the purpose of identifying Team Members and recording time entries by utilizing the biometric timeclocks. Biometric timeclocks are computer-based systems that scan a Team Member’s fingerprint for purposes of identification. The computer system extracts unique data points and creates a unique mathematical representation used to verify the Team Member’s identity, for example when the Team Member arrives at or departs from the workplace. D&W and/or the licensor of D&W’s time and attendance software collect, store, and use biometric data for Team Member identification, timekeeping and fraud prevention related to recording time and attendance.

D&W will retain Team Member’s biometric data only until, and shall request that the licensor of D&W’s time and attendance software permanently destroy such data, when the **first** of the following occurs:

1. Within seventy-two (72) hours of the termination of the purpose for collecting, obtaining or storing the Team Member’s biometric data, such as the termination of the Team Member’s employment with D&W, or the Team Member’s transfer to a role within D&W for which biometric data is not utilized; or
2. Within three (3) years of the Team Member’s last interaction with D&W.

The undersigned Team Member acknowledges that he/she: has received and read the attached D&W Biometric Information Privacy Policy; voluntarily consents to D&W and the licensor of the UTM time and attendance software’s collection, storage and use of biometric data through a biometric timeclock including to the extent that it utilizes the Team Member’s biometric identifiers or biometric information as defined in BIPA; and voluntarily consents to D&W providing such biometric data to the licensor of D&W’s time and attendance software.

The undersigned Team Member understands that he or she is free to decline to execute this consent and release of biometric data. Similarly, the Team Member may revoke this consent at any time by notifying D&W in writing.

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Team Member Signature

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Date

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Team Member Name (print)