Biometric Information Privacy Policy (Illinois)

Department Owner: Human Resources

FedEx Supply Chain – Illinois Operations

Overview

FedEx Supply Chain has instituted the following biometric information privacy policy.

Audience

All FedEx Supply Chain teammates working in the state of Illinois must adhere to the content described in this document.

Consequences

Failure to comply with this policy or any of its related procedures may result in disciplinary action up to and including termination.

Biometric Data Defined

As used in this policy, biometric data includes “biometric identifiers” and “biometric information” as defined in the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1 et seq. “Biometric identifier” means a retina or iris scan.

**BIOMETRIC IDENTIFIER** – for the purposes of this policy, 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** – for the purposes of this policy, any information, regardless of how it is captured, converted, stored, or shared, based on an individuals’ biometric identifier used to identify any individual. Biometric information does not include information derived from items or procedures excluded under the definition of biometric identifiers.
Purpose for Collection of Biometric Data

FedEx Supply Chain, its vendors, and/or the licensor of FedEx Supply Chain’s time and attendance software collect, store, and use biometric data solely for teammate identification, fraud prevention, and pre-employment hiring purposes.

Disclosure and Authorization

To the extent that FedEx Supply Chain, its vendors, or the licensor of the Company’s time and attendance software collect, store, and use biometric data relating to a teammate, FedEx Supply Chain must first:

a) Inform the teammate in writing that FedEx Supply Chain, its vendors, or the licensor of the Company’s time and attendance software are collecting, capturing, or otherwise obtaining the teammate’s biometric data, and that FedEx Supply Chain is providing such biometric data to its vendors and the licensor of the Company’s time and attendance software.

b) Inform the teammate in writing of the specific purpose and length of time for which the teammate’s biometric data is being collected, stored, and used; and

c) Receive a written release signed by the teammate (or his or her legally authorized representative) authorizing FedEx Supply Chain, its vendors, or the licensor of the Company’s time and attendance software to collect, store, and use the teammate’s biometric data for the specific purposes disclosed by FedEx Supply Chain, and for FedEx Supply Chain to provide such biometric data to its vendors and the licensor of the Company’s time and attendance software.

FedEx Supply Chain, its vendors, or the licensor of FedEx Supply Chain’s time and attendance software will not sell, lease, trade, or otherwise profit from teammates’ biometric data; provided, however, that FedEx Supply Chain’s vendors and the licensor of FedEx Supply Chain’s time and attendance software may be paid for products or services used by the Company that utilize such biometric information.

Disclosure

FedEx Supply Chain will not disclose or disseminate any biometric data to anyone other than its vendors and the licensor of FedEx Supply Chain’s time and attendance software providing products and services using biometric data without or unless:

a) First obtaining written teammate consent to such disclosure or dissemination;

b) The disclosed data completes a financial transaction requested or authorized by the teammate;

c) Disclosure is required by state or federal law or municipal ordinance; or

d) Disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction.

Retention Schedule

FedEx Supply Chain shall retain teammate biometric data only until, and shall request that its vendors and the licensor of FedEx Supply Chain’s time and attendance software permanently destroy such data when, the first of the following occurs:
• The initial purpose for collecting or obtaining such biometric data has been satisfied, such as the termination of the teammate’s employment with FedEx Supply Chain, or the teammate moves to a role within the Company for which the biometric data is not used; or

• Within 3 years of the teammate’s last interaction with FedEx Supply Chain

Refer to the Job Aid for Deleting Biometric Marker Data (EETime 4500 Timeclock) for instructions on how to destroy biometric data from the timekeeping system.

Data Storage
FedEx Supply Chain shall use a reasonable standard of care to store, transmit, 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 FedEx Supply Chain 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 confirmation, account numbers, PINs, driver’s license numbers and social security numbers.

Related Documents
Further information is located in the documents listed below.

Policies
• Teammate Privacy Policy (U.S.)

Related Documents
• Biometric Information Privacy Teammate Consent Form (Illinois)
• Job Aid for Deleting Biometric Marker Data (EETime 4500 Timeclock)