

SHORT-TERM DISABILITY POLICY

Revised October 9, 2018

The following is a summary of the major provisions of the Tribune Publishing STD policy. This summary applies to eligible full-time employees of Tribune Publishing Company and its business units. Please note that there may be some provisions of this policy that do not apply to certain business units and union-represented employees. If you have any questions about this policy, please contact benefits@tribpub.com.

1. In General

Tribune Publishing's Short-Term Disability (STD) Policy is designed to continue a percentage of your pay during a qualifying temporary disability. The STD policy provides you with pay continuation for up to 26 weeks after the waiting period. STD pay begins starting on the eighth calendar day after you are temporarily disabled due to an illness or injury. For purposes of this policy, disability means the complete inability to perform the duties of your regular position, due to an illness or injury. In order to be approved for STD benefits, you must meet the eligibility requirements described below, satisfactorily complete the telephonic intake and necessary forms, and have your disability verified by an approved medical doctor.

The Company's STD benefits expire after 26 weeks. Please be aware that statutorily job-protected leave may be generally shorter than this 26-week period. For example, FMLA job protected status is only 12 weeks. You may remain eligible for Long-Term Disability (LTD) benefits after your employment terminates. For information on LTD, consult with the Tribune Publishing Benefits Service Center at 1-844-548-7662. All requests for reasonable accommodations, including a leave of absence, must be directed to your designated Human Resources Representative.

If your injury or illness occurs **while working**, you need to inform Human Resources of the circumstances surrounding your injury or illness, as you may be eligible for workers' compensation.

2. Eligibility

Full-time employees are eligible for STD benefits and are automatically enrolled in the Company-paid benefit of 100% pay for the first four weeks and 40% of pay thereafter, unless you elected and paid for increased coverage of either 60% or 80%.

For purposes of the policy, you will be considered a full-time employee only if you are classified as a full-time employee on the payroll records of the Company, notwithstanding any subsequent determination by a court of law or governmental agency. STD coverage is effective the first day of the month on or after your hire date.

If you suffer an injury or illness prior to being eligible for STD and go on leave, you will not be eligible for an STD benefit for that injury or illness until you have returned to work for one full day and met the above eligibility requirement.

Some states (for example, New Jersey, New York and California) provide state disability benefits. Eligibility is based on your employment state. You will only be eligible for an STD benefit so that the **total** benefits you receive from both the Company and the state are equal to the STD benefit you would otherwise receive (40%, 60% or 80%). Additionally, if you receive an STD benefit and then subsequently become eligible for state disability benefits, you will be required to remit the excess benefit (any amount over the 40%, 60% or 80%, respectively) back to the Company.

3. Filing an STD Claim

You can file an STD claim online at www.mylincolnportal.com (Company Code: TRIBPUB) or by calling Lincoln Financial at 1-855-832-9585. Generally, you must notify the Company of your desire to apply for STD within 30 days of an illness or injury. Exceptions to this deadline will be considered upon the employee's written request on a case-by-case basis. You must also report your absence to your department and/or Human Resources in accordance with your department policy.

Keep in mind that an approved medical doctor must be actively treating you in order for you to be eligible for STD benefits. For purposes of this policy, an approved medical doctor is defined as a medical doctor, osteopathic physician, podiatrist or dentist. Employees may be treated by other health care professionals, but Lincoln Financial may not approve an STD claim if you are solely under the care of a non-approved medical doctor, including a psychologist, chiropractor, nurse practitioner, social worker or midwife, unless otherwise mandated by federal, state, or local law. If you are not under the direct and continuous care of an approved medical doctor or if you are not following a course of treatment prescribed by your healthcare provider, your STD benefit may be denied and/or stopped.

When your “primary disabling diagnosis” is a psychiatric one (for example, anxiety, major depression, bipolar disorder); if it is deemed medically necessary, you may be required to treat with a psychiatrist as your attending physician to be considered under appropriate care in order to receive STD benefits for any STD leave that exceeds two weeks. Thus, if your primary care physician initially provides the diagnosis of a psychiatric illness and it is deemed likely that your disability will exceed two weeks; you must obtain referral/consultation and/or follow-up evaluations from a psychiatrist for ongoing disability determinations. Your treating psychiatrist would then be responsible for providing information to Lincoln Financial for subsequent STD extensions. Failure to do so can lead to a denial or disruption in your disability payments.

The *primary disabling diagnosis* is defined as that diagnosis which is the major diagnosis that prevents you from working. A *psychiatrist* is a medical doctor (M.D. or D.O.) and therefore can provide psychotherapy and/or prescribe medication, whereas a *psychologist* can provide psychotherapy, but, in most states, cannot prescribe medication.

Once Lincoln Financial receives your request, they will then review your claim and contact your doctor to verify the information, request medical records, and/or ask any questions necessary to certify that you are disabled. Lincoln Financial will notify you of the status of your application for STD benefits.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to any request for medical information. “Genetic information,” as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

If it appears that your disability will last longer than originally anticipated, you and your doctors must provide Lincoln Financial with updated information in order for them to determine if your disability benefits should be extended. Your STD benefit will be suspended until your STD extension period is approved. Each time your STD is extended, Lincoln Financial will notify you of the additional approval period. If your request for an extension of STD benefits is not approved, you will be notified and may be expected to return to work. You will be asked to submit updated information to Lincoln Financial periodically for benefits to continue.

Pregnancy, including childbirth, abortion or miscarriage, is considered and treated the same as any other disability under this policy. Typically, you receive STD benefits for eight weeks after the date of birth of a child, regardless of how you deliver the baby, and after these eight weeks, assuming you have no other

qualifying disability, you are no longer considered disabled for purposes of this policy and your benefit will stop. You may, however, still be eligible for additional unpaid leave under the Family and Medical Leave Act or similar state laws.

If you become disabled while on vacation, you will be taken off vacation and become eligible for STD benefits, assuming you are otherwise qualified for benefits under this policy.

4. Waiting Period

The STD policy provides you with benefits starting on the eighth consecutive calendar day you are disabled and absent from work due to an illness or non-work related accident. During the first seven calendar days of approved STD, known as the "waiting period," **Non-exempt** (hourly) employees must use accrued available flexible paid time off. If you have no accrued available flexible paid time off, you will not be paid during the waiting period. **Exempt** (salary) employees, you will have Flexible Time Off (FTO) applied to your waiting week.

Company holiday pay is not paid during STD leave, including the waiting week.

5. STD Benefit

No STD benefits will be paid until the Company receives confirmation of approval by Lincoln Financial. The amount of the STD benefit for which you are eligible is based on your eligible pay as well as which STD plan you are enrolled in – the Company-provided 100% for the first four weeks and 40% thereafter, or the Company-provided 100% for the first four weeks plus the 20% or 40% employee-paid buy-up plan thereafter. In other words, your total benefit will be 100% for the first four weeks and 40%, 60%, or 80% of your eligible pay thereafter. For purposes of this policy, "eligible pay" means your base salary as of the date of your disability and excludes bonuses, overtime pay, special allowances, and other discretionary pay.

Please note: *you may not top up your benefit pay with flexible paid time off bank or FTO. For California employees: At the discretion of their department manager, California employees with available accrued but unused vacation time may also request to use such time to top off STD. To request that this time be used, please contact your local Human Resources partner.*

If your pay is on a 100% commission basis, during the first calendar year of employment (starting with your hire date), STD eligible pay will be a flat \$25,000. In your second calendar year of employment, STD eligible pay will be the greater of \$25,000 or the actual amount of commissions earned during your first year of employment. Thereafter, the prior calendar year commissions will be the basis for STD eligible pay.

If your pay is based on a combination of commissions and a base salary, during the first calendar year of employment (starting with your hire date), your STD eligible pay will be your base salary. In subsequent calendar years, STD eligible pay will be calculated using your prior calendar year commissions plus your base salary, this is your Annual Base Benefit Rate (ABBR). Your ABBR as of January 1 of the year in which you apply for STD will be used to calculate your STD payments.

If your pay does not include commissions, STD eligible pay will be calculated using your base salary as of January 1 of the year in which you apply for STD. During your first year of employment, STD eligible pay will be calculated using the base pay as of your hire date.

Unless otherwise required by law, any change in the amount of your base salary while you are on STD will not affect the amount of your STD benefit and will not take effect until you have returned to work. If your STD benefit is overpaid for any reason, you will be required to repay the excess benefit within 30 days of the Company's notification to you of the overpayment. If permitted by law, the Company may, at its option, deduct the amount of any excess payments from your paychecks.

While you are on STD, you will not be paid for any Company holidays.

While you are on leave, the Company may require you to return any Company property that you may have, including laptops and other computers, pagers, cell phones, key cards and badges, and credit cards.

6. Returning To Work

Your Lincoln Financial case manager will reach out to your supervisor to verify your return to work. If you fail to return to work after the conclusion of an authorized leave, you may be considered to have voluntarily resigned your position and may be terminated.

If you are not yet well enough to return to work at full duty but your doctor has allowed you to return to work with restrictions, your Lincoln Financial case manager will work with your Human Resources department and business unit to determine if the restrictions can be accommodated. If your business unit is able to accommodate the restrictions, a return to work date would be determined and your business unit would expect you to return to work. Once you return to work, whether with or without restrictions, your full-time STD benefits will stop. You must follow-up with your doctor until you are released to full duty.

If your department is not able to accommodate the restrictions and you are still eligible for STD, you would continue on STD for as long as possible under the terms of this policy or until you are fully released to return to work. Your business unit may also work with you to find another position that fits within your restrictions. You would continue to provide Lincoln Financial with updates from all treating doctors to verify your disability. You will be required to provide Lincoln Financial with updates until the earlier of the time that you are able to return to work or are eligible for long-term disability.

This policy is only meant to provide for pay during an otherwise approved leave. Qualifying for benefits under this policy in no way constitutes a guarantee that you will be eligible for leave or that your position will be held open during your leave, subject to applicable state and federal law.

7. Multiple Disability Leaves

If following a leave where you collected STD benefits, you return to work and you become disabled again **within 30 days** of returning to work, STD benefits will begin again immediately, and you will receive whatever benefits are remaining of the 26 weeks available. You will not be subject to the waiting period.

If following a leave where you collected STD benefits you return to work, and you become disabled again **after 30 days**, your illness/injury would be treated as a new claim; you would be subject to the waiting period (if applicable) and you would be entitled to the full benefit period of 26 weeks.

8. When Benefits Are Not Paid

The following are some additional situations where employees will not be eligible to collect STD benefits:

- if the Company determines that you have recovered from your disability;
- if you have exhausted the maximum number of weeks of STD benefits;
- if you have returned to work full time, including if you are on restricted duty;
- if your injury is covered by workers' compensation (unless state law requires otherwise);
- if your disability is not serious enough to require a doctor's care, including if you require only routine medical care or non-disabling dental care;
- if you apply for STD during a personal leave of absence;
- if you apply for STD during an absence due to misconduct or while you are on disciplinary suspension;
- if you become disabled while you are working for another company during the hours you were scheduled to work for the Company;
- after death;
- during an absence for cosmetic surgery not for reconstructive purposes;
- after you no longer work for the Company;
- if you became disabled while engaging in an illegal activity;
- if you become disabled while participating in an insurrection, rebellion, riot or civil disturbance,

- if you become disabled during any period of military activation (this exclusion does not apply to participants who incur disabilities on account of performing news correspondent duties when assigned to cover acts of war or civil commotion).

Your business unit may also apply certain other eligibility exceptions.

9. Payroll Deductions During STD

Your normal payroll deductions will continue while you receive an STD benefit. This includes, for example, taxes, social security, medical, dental, vision premiums, reimbursement accounts, group legal, retirement savings plan. If you are out on a leave of absence but your STD benefits are exhausted, pending or in appeal status, your benefit deductions will be taken out in arrears through double deductions from your first paycheck until arrears are paid back, if you return to work, subject to applicable state and federal laws. If it's expected that you will be on an unpaid LOA for more than 12 weeks, you will be billed for your benefit plan premiums.

10. How to Enroll in Short-Term Disability Coverage

New Hire – As part of your benefits package, the Company provides you with an STD benefit option of 100% of pay for the first four weeks and 40% of pay thereafter, at no cost to you. You may elect to purchase an additional 20% benefit, providing you with a benefit of 60% or you may elect to purchase an additional 40% benefit, providing you with a benefit of 80% of your eligible pay.

Open Enrollment – You may elect to purchase an additional 20% benefit, providing you with a benefit of 60% or you may elect to purchase an additional 40% benefit, providing you with a benefit of 80% of your eligible pay.

11. Family and Medical Leave Act (FMLA)

While you are out on STD, you may be eligible for leave under the Family and Medical Leave Act (FMLA) and applicable state leave laws. FMLA leave, if any, runs concurrently with STD. If you have any questions about FMLA, please contact Lincoln Financial by calling 1-877-353-7188 or email at leaveadmin@lfg.com.

12. Flexible Paid Time Off and FTO

For Non-Exempt (hourly) employees:

If, at the end of a calendar year you are receiving STD benefits, any unused accrued flexible paid time off is forfeited and cannot be carried over from one year to the next, unless otherwise prohibited by federal, state or local law. When on STD, you are not eligible to top up/supplement the benefit payments with your flexible paid time off.

Employees do not accrue flexible paid time off during leaves of absences, both paid and unpaid, or other periods of inactive service, unless such accrual is required by applicable law.

For Exempt (salary) employees:

When on STD, you are not eligible to top up/supplement the benefit payments with FTO.

For California employees:

At the discretion of their department manager, California employees with available accrued but unused vacation time may also request to use such time to top off STD. To request that this time be used, please contact your local Human Resources partner.

13. Workers' Compensation

Unless prohibited by applicable state law, if you are injured at work and are eligible for workers' compensation benefits, you will not be eligible for any STD benefits. If you receive any STD benefits and then subsequently become eligible for workers' compensation, you will be required to remit the STD benefits back to the Company.

14. Appeal Process

If you disagree with Lincoln Financial's decision, in whole or in part, and wish to appeal it, you are entitled to a full and fair review of the decision. Your request for review must be in writing and must be received by Lincoln Financial's office within 180 days from the date that you receive a denial of benefits letter or Lincoln Financial's decision will be final. Forward your appeal request, along with any comments or additional information that you feel would assist Lincoln Financial's' review of or substantiate your claim, to the following address:

Lincoln Financial Assurance Company of Boston
P.O. Box 7211
London, KY 40742-7211

Lincoln Financial will review your letter and accompanying information with the other information in your file, and will notify you of the appeal determination within 45 days of receipt of your request, unless special circumstances require an extension of that time. If that is the case, Lincoln Financial will notify you in writing of this, any additional information required, and of the revised timeframes for Lincoln Financial's decision. Once Lincoln Financial issues a decision on your request for review, that decision is final. There are no further opportunities to appeal the decision to Lincoln Financial.

1 POLICY CHANGE DISCLAIMER: Tribune Publishing and its affiliates reserve the right to change, amend or terminate the STD policy from time to time, in whole or in part. Should the STD policy ever be terminated, suspended or modified, benefits with respect to claims incurred before the policy's termination, suspension, or modification will generally be paid under its terms in effect prior to termination, suspension or modification. Nothing in this STD Policy is intended to be or shall be construed to entitle any employee, to vested or non-terminable benefits. Neither the STD Policy nor any action taken with respect to it shall confer upon any person the right to continued employment or otherwise alter the "at will" status of your employment, subject to applicable state, federal and local law..

Tribune Publishing has the power to construe and interpret the policy and to determine all questions arising with respect to its administration at its complete discretion, including the power to determine the rights and eligibility of employees, participants and their beneficiaries, and the amount, manner and time of payment of any benefits hereunder, and to remedy ambiguities, inconsistencies, and omissions. Provisions regarding the STD policy set forth in the Tribune Publishing Company Disability Plan Summary Plan Description dated prior to January 1, 2015 are no longer applicable.