

# Summary Plan Description

## Union Plus Mortgage Assistance Program

### of the AFL-CIO Mutual Benefit Plan

#### Required by the Employee Retirement Income Security Act of 1974

**1) General Eligibility** – The Mortgage Assistance Program (“MAP” or “Program”) is one of a number of benefit programs offered through the AFL-CIO Mutual Benefit Plan (“Mutual Benefit Plan” or “Plan”). The MAP provides interest-free loans and grants to individuals who (i) are Union Plus Mortgage holders for at least twelve (12) consecutive months (a “MAP Participant”); (ii) are active/retired members or parents/children of active/retired members of unions that participate in the Union Plus Mortgage program and (iii) meet the specific qualifying criteria described below.

**2) Unemployment and Disability Loan Benefit and Strike Grant** – To qualify for the Unemployment and Disability Loan Benefit or a Strike or Lockout Grant (collectively “Mortgage Assistance Benefits”), (i) you, or your eligible cosigner, must be out of work due to involuntary unemployment, disability, lockout or a union-approved strike; (ii) your income, or the eligible cosigner’s income, is reduced by an amount equal to at least 50% of the monthly mortgage payment; and (iii) the income loss first occurred within the 12 month period before you or your eligible cosigner apply for a Mortgage Assistance Benefit.

In order to demonstrate your eligibility for an Unemployment and Disability Loan Benefit, in addition to lost wages, income loss may also include a loss of unemployment or disability benefits, or an offset to income due to the obligation to pay out-of-pocket expenses related to the disability.

In order to demonstrate your eligibility for a Strike or Lockout Grant, you must be unemployed due to a lockout or union-approved strike for a minimum of 30 consecutive days within the 12-month period prior to the date that you submit an application for a Strike or Lockout Grant. Please note that you are eligible for an Unemployment and Disability Loan Benefit during the first 30 days of a union-approved strike or a lockout; and you may be eligible for an Unemployment and Disability Loan Benefit after you have exhausted your Strike or Lockout Grant.

In order to apply for a Mortgage Assistance Benefit, you must provide (i) proof of your union membership; (ii) proof of involuntary unemployment or disability, lockout or union-approved strike that lasted at least 30 consecutive days; and (iii) proof of the resulting loss of monthly income. If you are determined to be eligible for a Mortgage Assistance Benefit, you will receive an interest-free loan that will be used to make your Union Plus Mortgage payments on your primary residence only. The Plan will pay your Mortgage Assistance Benefit directly to the mortgage lender. The initial loan will cover up to 3 months of Union Plus Mortgage payments, and you can recertify your eligibility after 3 months to become eligible for 3 additional months of payments. The maximum number of monthly Union Plus Mortgage payments that can be paid through a Mortgage Assistance Benefit is 6 months.

If you are determined to be eligible for an Unemployment and Disability Loan Benefit, you will receive a \$1,000 grant paid directly to you. You may receive only one \$1,000 grant as part of the Unemployment and Disability Loan Benefit per lifetime. The Plan will also pay no more than a total of 6 months of Union Plus Mortgage payments or \$16,000, whichever amount is reached first. Up to the first \$1,000 of the first loan you receive under the Mortgage Assistance Benefit will be forgiven and does not have to be repaid (“MAP Loan Forgiveness”). The MAP Loan Forgiveness is a one-time benefit for your lifetime. You are required

to repay the balance of the Unemployment and Disability Loan Benefit beginning on the date specified on the “Disclosure Statement” included with the loan documents you will receive. You are required to sign and return all loan documents before any funds are sent to pay your Union Plus Mortgage payments.

If your total Unemployment and Disability Loan Benefit is greater than \$4,500, the monthly amount you will be required to pay back to the Plan will be 10% of your monthly Union Plus Mortgage payment. If your total Unemployment and Disability Loan Benefit is greater than \$1,000 but less than \$4,500, the monthly amount you will be required to pay back to the Plan will be \$75. If you pay off your mortgage through the sale of the home or refinancing of the mortgage other than through the Union Plus Mortgage program, the full amount of any Unemployment and Disability Loan Benefit will become due and payable to the extent the proceeds of the sale or refinance exceed the amount of the mortgage at the time of the sale. If you or your eligible cosigner die before the Unemployment and Disability Loan Benefit is repaid in full, the unpaid balance of the Unemployment and Disability Loan Benefit will be forgiven. You are eligible to receive additional payment assistance loans for subsequent covered circumstances unrelated to prior events provided you have repaid or are in the process of repaying any prior payment assistance loans pursuant to a repayment agreement, or have no outstanding amounts owed to the Plan.

If you are determined to be eligible for a Strike or Lockout Grant, the Plan will pay no more than a total of 6 months of Union Plus Mortgage payments or \$15,000, whichever amount is reached first. You are eligible for only one Strike or Lockout Grant in your lifetime.

**3) Veteran’s Grants** – To qualify for a Veteran’s Grant, (i) you must have used the Union Plus Mortgage Program to purchase your primary residence; (ii) you or your co-signer must be a veteran (as defined by the U.S. Census Bureau) of the United States Armed Forces and (iii) you must submit your application for a Veteran’s Grant no later than 90 days after the closing date of your Union Plus mortgage.

As evidence of your status as a Veteran, you must submit a valid DD-214, along with a completed application. The DD-214 must clearly show “Discharge”, “Release from Active Duty” or “Retirement”. It is only necessary for either you or your cosigner to provide a valid DD-214 in order to demonstrate eligibility for a Veteran’s Grant. If both you and your cosigner are veterans of the United States Armed Forces, only one Veteran’s Grant will be paid.

If you are determined to be eligible for a Veteran’s Grant, you will receive a \$1,000 grant paid directly to you. You may receive only one Veteran’s Grant per lifetime. You or your eligible cosigner may not receive a Veteran’s Grant if either you or your eligible cosigner have already received a Veteran’s Grant.

**4) Hospital Grants** – To qualify for a Hospital Grant, you must complete the required application and provide documentation to the Plan that you or a member of your household had unreimbursed hospital expenses (i) that are associated with a hospitalization event(s) that took place during the 12-month period prior to the date you submit an application for a Hospital Grant, but at least twelve (12) months after you became a Union Plus Mortgage holder; and (ii) that are equal to at least 10% of your annual income.

In order to demonstrate your eligibility for a Hospital Grant, you must provide documentation of your annual income by supplying your most recent Form W2, Form 1099, income tax statement or pay stubs covering the applicable period. You must also include the applicable hospital and insurance statements that document (i) the dates and charges for the hospitalization (“Hospital Charges”); (ii) the amount of the Hospital

Charges that were covered by insurance; and (iii) the amount of Hospital Charges for which the patient was financially responsible.

If you are determined to be eligible for a Hospital Grant, you will receive a \$1,000 grant paid directly to you. You may receive only one Hospital Grant for each hospitalization event.

- 5) **Disaster Relief Grants** – To qualify for a Disaster Relief Grant, you must (i) be a union member in good standing with an eligible union; (ii) have a Union Plus Mortgage in good standing for twelve (12) consecutive months; (iii) have your primary residence located in a county or parish affected by a natural disaster listed in a Federal Emergency Management Agency (FEMA) Disaster Declaration offering “Individual Assistance”.

To qualify, you must supply required information to Union Plus within twelve (12) months. In order to demonstrate your eligibility for a Disaster Relief Grant, you must provide documentation of the “Incident Period” date(s) listed in the FEMA Disaster Declaration. This information must include (but is not limited to): (i) the address of your primary residence; (ii) the county or parish of your residence; (iii) if applicable, an alternative mailing address; (iv) your phone number(s); (v) your loan number.

If you are determined to be eligible for a Disaster Relief Grant, you will receive a \$500 grant paid directly to you. You may receive only one Disaster Relief Grant per lifetime.

- 6) **Plan Sponsor** – The Plan is maintained by the American Federal of Labor and Congress of Industrial Organizations (“AFL-CIO”), located at 815 16th Street NW, Washington, DC 20006.
- 7) **Identification Number** – The AFL-CIO has been assigned EIN 530228172 by the IRS. The Plan Number is 501.
- 8) **Type of Plan** – The Mutual Benefit Plan is an employee welfare benefit that makes available certain benefits to qualified individuals.
- 9) **Plan Administrator** – The Trustees of the Plan serve as the administrator of the Plan. The Trustees have delegated certain day-to-day administrative responsibilities to Union Privilege (“UP”). If you would like to contact the Board of Trustees or UP regarding the Plan, please write to UP at 1100 First Street NE, Suite #850, Washington, DC 20002, 202-293-5330.
- 10) **Service of Process** – The persons designated as agent for service of legal process is UP 1100 First Street, Suite #850, Washington, DC 20002. Service of legal process may also be made upon a Plan Trustee or the Board of Trustees.
- 11) **Trustees** – The Plan is administered by the Board of Trustees of the Plan. The individual Trustees on the Board of Trustees are: Ms. Judy Hale, Ms. Kerry Korpi, Mr. Greg Hamblet, Mr. Kevin Stringer, Mr. Donald Wharton and Mr. Paul Whitehead. The composition of the Board of Trustees may change from time to time, and all correspondence to the Trustees should be directed care of UP at the address listed in paragraph 9.
- 12) **Termination of Coverage & Loss of Eligibility** – The AFL-CIO may terminate or amend or change the eligibility rules for the Plan or the Program at any time in its discretion. The Trustees may establish whatever rules are necessary for the administration of the Program, and have the right to discontinue benefits under the Program at their discretion. Failure to provide complete and accurate information on any application may result in a loss of eligibility.
- 13) **Contributions** – Mortgage Assistance Benefits are provided from assets that accumulate based on contributions made from Union Plus Mortgage banks.
- 14) **Funding Medium** – Program benefits are provided through assets held in trust by the AFL-CIO Mutual Benefit Fund.
- 15) **Plan Year** – The Plan’s fiscal year ends December 31.
- 16) **Submitting a Claim** – You can apply for Program benefits electronically at [unionplus.org/assistance](http://unionplus.org/assistance). Documentation to support all claims

should be mailed separately to UP at 1100 First Street NE, Suite #850, Washington, DC 20002. If you do not have a computer, call 1-800-472-2005 and request an application by mail.

- 17) **Claim Determinations** – The Plan will send you a notice of its determination regarding your application for benefits within 90 days after the date all the materials necessary to process the claim are received. If circumstances require an extension of time, the Plan will provide you a notice explaining why an extension of time is needed and the expected decision date. In no event will the extension exceed a period of 90 days. If the Plan denies your claim, you will be sent a written notice explaining why. You have the right to appeal a denial of your claim with the Plan’s Board of Trustees within 60 days from receipt of the denial notice. Your appeal must be in writing and must be sent to the Trustees care of the address in Paragraph 9. On appeal, you will have the right (a) to submit information relating to your claim for benefits; and (b) upon request, to have reasonable access to, and free copies of, all information relevant to your claim for benefits. In making a decision on an appeal, the Trustees will review and consider all information without regard to whether such information was submitted or considered in the initial claim determination. The Trustees will normally make a decision within 60 days following receipt of an appeal, but if special circumstances exist, the Trustees may require an extension of time up to 60 days. If an extension is needed, you will be notified of the special circumstances that require an extension and the expected decision date. If the extension is due to your failure to provide information necessary to decide the appeal, the period of time shall be tolled until you provide the additional information. The Trustees will send you a notice of the decision on your appeal (whether approved or denied). If the Board of Trustees denies your appeal, the notice will provide (a) the specific reason or reasons for the denial; (b) references to the Plan provisions on which the denial is based; (c) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits; and (d) a statement of your right to bring action under Section 502(a) of ERISA.

The Board of Trustees has the power and sole discretion to interpret, apply, and construe the provisions of the Plan and make all factual determinations regarding the construction, interpretation and application of the Plan. The decision of the Board of Trustees is final and binding.

If your claim is denied, in whole or in part, you are not required to appeal the decision. However, you must exhaust your administrative remedies by appealing the denial before you have the right to bring an action in state or Federal court. Failure to exhaust these administrative remedies will result in the loss of your right to file suit, as described in Paragraph 18.

- 18) **Statement of ERISA Rights** – As a participant in the AFL-CIO Mutual Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that all Plan participants shall be entitled to:

\*Examine, without charge, at the Plan Administrator’s office, all documents governing the Plan and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

\*Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan and copies of the latest annual report (Form series 5500) and updated Summary Plan Description. A reasonable charge may be made for the copies.

\*Receive a summary of the Plan’s annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you, or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

If your claim for a welfare benefit is denied in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suite in a Federal court. The court will decide who will pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds you claim frivolous.

If you have questions about your Plan, you should contact the Plan Administrator. If you have questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Suite N-1513, Washington, DC 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.