



Rhode Island Laborers

Summary Plan Description
2012

the
COMMUNITY
fund

RHODE ISLAND LABORERS' ANNUITY FUND

200 Midway Road, Suite 169
Cranston, RI 02920
Telephone: 401-942-8690

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The Board of Trustees is made up of an equal number of employer and union representatives.

Participants and beneficiaries may also receive from the Fund Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.

FUND ADMINISTRATOR

Administration Services, Inc.

CONSULTANTS AND ACTUARIES

The Segal Company

This Booklet provides a summary of the benefits for participants in The Rhode Island Laborers' Annuity Fund. The actual plan document contains the information on which this booklet is based; therefore, the actual plan document will govern the rights to benefits in all cases. The Trustees reserve the right to amend the Plan from time to time and to terminate the Plan.

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October 2012

Dear Participant,

We are pleased to issue this updated booklet describing your current Annuity Fund benefits. This booklet provides you with an overview of your Annuity Fund and serves as an aid when you make your retirement decisions. You should share this booklet with your spouse or beneficiary because it contains important information about survivor benefits.

This Summary Plan Description has been designed to be easy to read and understand. "Fast Facts" appear at the beginning of each section to give you a quick overview of what is contained within that section. Also, useful information—such as definitions and phone numbers—appears in the margin as a quick reference.

If you have any questions about your Annuity Fund, please contact the Fund Office at 401-942-8690. The staff at the Fund Office will be happy to assist you.

Sincerely yours,

The Board of Trustees



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HIGHLIGHTS OF YOUR ANNUITY PLAN

The Annuity Plan is a retirement savings benefit program that was established by a Trust Agreement that went into effect on June 3, 1985. The Rhode Island Laborers provide this benefit in addition to Pension Fund retirement benefits to help members prepare financially for the future.

Employers make contributions to the Annuity Fund at fixed rates for each hour you work, based on the terms of a Collective Bargaining Agreement, or a written agreement.

How the Annuity Plan Works

Each year, your Employer contributes money into an account set up for you, called your *Individual Account*. The money in your account is invested where it can grow, tax-deferred until you retire or leave covered employment. The final amount in your Individual Account reflects the total of employer contributions and the Fund's investment gains and losses.

The Fund's investment goal is to obtain a high rate of return while safeguarding the value of the assets. The Trustees have delegated the investment of the assets to professional investment managers. These managers operate under guidelines from the Trustees that specify the percentages of assets to be invested in fixed income securities and in equities. The value of your Individual Account at any time reflects any changes in the total value of all of the holdings of the Fund. For more information about your Individual Account, refer to page 3.

What is a Collective Bargaining Agreement?

A Collective Bargaining Agreement is a written agreement between the union and employers that requires employers to make contributions to the Fund at fixed rates for each hour that their employees work in covered employment. You can examine a copy of these agreements at the Fund Office or you may make a written request to the Fund Administrator for a copy.

VESTING

You are always 100% "vested" in the contributions that are made on your behalf by your employer, from the day you become eligible to participate in the Annuity Plan. Being vested means that once contributions are made to the account, they may not be taken away from you, even if you leave covered employment.

However, due to unpredictable changes in the market, it is possible that the amount in your individual account will be less than the amount your employer contributed.

Participation in the Annuity Plan

You will become a participant in the Annuity Plan when you complete one hour of service, provided:

- You are working in a job covered by a Collective Bargaining Agreement between your employer and the union that requires your employer to contribute to the Annuity Fund on your behalf; or
- You are working in the local and regional Union and Benefits Fund Offices and a written agreement requires your employer to contribute to the Annuity Plan on your behalf.

Your participation in the Annuity Plan will end when you receive your entire Individual Account balance.

Annuity vs. Pension—What's The Difference?

The benefit that you accumulate for retirement through the Annuity Plan can grow based on the Fund's investments. While you are always able to calculate the value of your Pension Plan using benefit rates and pension credit, you are not able to calculate the exact amount you will receive from the Annuity Plan because of market fluctuation.

The chart below shows the basic differences between the Pension and the Annuity Plan.

Annuity Plan	Pension Plan
You are always 100% vested in employer contributions.	You are vested after you've earned five years of vesting service.
Your benefit amount is based on investment earnings (or losses) and employer contributions.	Your benefit amount is based on your pension credit, vesting service, the benefit rates that are in effect while you're working and your age.
You bear the investment risk.	The Fund bears the investment risk.
You can take your benefit in a lump sum.	A lump sum payment is not available.

Calculating Your Benefit

When you become eligible for distribution of your Annuity Benefit, the amount you will receive is equal to:

The value of your Individual Account as of the last valuation date;
MINUS
Any distributions or withdrawals you've made during the Plan Year;
PLUS
Any contributions your employer has made since then;
PLUS or MINUS
Interest gains or losses for the period from January 1 through the end of the month following the date you met the eligibility requirements for receiving a benefit, or the date you submit a completed application;
MINUS
Administrative expense charges.

Receiving Your Benefit

If you are married when your benefits are scheduled to start, you will automatically receive a 50% Husband and Wife benefit (described on page 5) unless you and your spouse reject this form of payment in writing and it is witnessed by a notary public or a representative of this Plan.

If you are unmarried when your benefits are scheduled to start, you automatically receive a straight life annuity unless you elect to receive your payment as a lump sum, or a guaranteed monthly payment for 60 months.

These payment options are described in greater detail on page 5.

YOUR INDIVIDUAL ACCOUNT

As a participant in the Annuity Plan, a retirement savings account is automatically established for you. This account is called your “Individual Account.” You do not make any contributions to this account — your employer contributes to your account based upon an amount negotiated in a Collective Bargaining Agreement or participation agreement.

FAST FACTS:

- Your employer contributes to your Individual Account each year. The Trustees of the Fund invest these contributions with the objective of obtaining the highest rate of return while safeguarding the principal. A share of the Fund’s investment earnings/losses are credited to your Individual Account.
- The Fund does not guarantee a specific rate of return each year.
- You will receive an annual statement detailing the activity of your Individual Account.

The growth of your Individual Account is determined by the contributions your employer makes to the Annuity Fund on your behalf, and any investment earnings on those contributions when they are invested. A proportionate share of the Fund’s investment earnings (or losses) and administrative expenses will be credited to your Individual Account.

FOR EXAMPLE: Alex’s employer contributes \$1,000 to his Individual Account each year. At the same time, the Fund earns 5%* on its investments each year. If Alex was 30 years old when contributions were first made on his behalf, by the time he reached Normal Retirement Age (65) he would have \$35,000 ($\$1,000 \times 35$ years) in employer contributions, plus \$55,320.31 in investment earnings—for a total account balance of \$90,320.31.

* 5% is an average investment return. The fluctuation of investment returns from year to year will affect your total benefit. Remember that the rate of inflation over the projected period may substantially reduce the purchasing power of these projected values.

What is Normal Retirement Age?

The “Normal Retirement Age” under the Plan is Age 65.

Determining Your Benefit

The Plan Year for the Annuity Fund is from January 1 through December 31. The *valuation date*— the date on which the value of your account is determined—is December 31. Your Individual Account is valued according to the following formula:

Your beginning account balance, which is the amount in your Individual Account at the beginning of that Plan Year (January 1)

MINUS

The sum of any distributions or withdrawals from the account during the Plan Year

PLUS

A proportionate share of the net investment earnings or losses accumulated by the Fund through the end of the same month following the later of (1) the date you meet the eligibility requirements for receiving a benefit, or (2) the date you submit a completed application for benefits, based upon your beginning account balance, minus any amount subtracted for distributions or withdrawals

PLUS

The total amount of employer contributions the Fund received on your behalf since the last valuation date

MINUS

A proportionate share of the administrative expenses

Annual Statements

Each year, you will receive a statement reflecting the balance of your Individual Account as of the last valuation date (December 31). Notify the Fund Office at 401-942-8690 as soon as possible if:

- You think that there are mistakes in your Individual Account; or
- There is an error in the record of the number of hours you worked in Covered Employment.

You should notify the Fund Office within two years of the date that you receive your statement if you believe that there is an error in the record of the number of hours that you worked in Covered Employment. If you do not notify the Fund within this timeframe, the hours shown on the statement will be treated as though you worked those hours and contributions were required for those hours.

If You Move

If you move, be sure to inform the Fund Office of your new address so that you will receive your Individual Account Statements on time.



ANNUITY PAYMENT OPTIONS

The Annuity Plan offers several different payment options for you to receive your benefits. The options you may choose from depend on whether you are married or single when your benefits are scheduled to start.

FAST FACTS:

- If you are married on the date your Annuity Benefit payments start, you will automatically receive your benefits as a 50% Husband and Wife Benefit, unless you and your spouse reject this form of payment in writing.
- If you are single on the date your Annuity Benefit payments start, your benefit is automatically paid as a Straight Life Annuity unless you elect another form of payment when you apply for your Annuity Benefits.

Lump Sum Payment

If you and your spouse reject—or if you are not eligible for—the 50% Husband and Wife benefit, you may receive your Annuity Benefit as a lump sum. If you choose the lump sum option, your benefit will be taxed at 20% unless you “roll over” your benefit into another eligible employer plan or a Traditional Individual Retirement Account (IRA) within 60 days of receiving your distribution. For more information about IRAs, see page 6.

Other Payment Options

If you do not elect the lump-sum payment option, you have other options available to you. If you elect an “annuity” payment option rather than a lump-sum payment, the money in your individual account will be used to purchase an annuity from an insurance company. The actual amount of monthly benefit will be determined on a number of factors, including the amount of money in your account, your age and the age of your spouse, and current interest rates. Once an annuity is purchased, payments will be made by the insurance company and the Fund will no longer have any obligation or liability.

FIFTY PERCENT HUSBAND AND WIFE BENEFIT

Under the 50% Husband and Wife Benefit, you will receive a reduced monthly benefit for your life. If you die before your spouse, your spouse will receive 50% of the monthly benefit that you were receiving prior to your death provided you have been married for at least one year when you die. Your spouse will continue to receive this benefit until he or she dies.

If your spouse dies before you do, you will continue to receive the same benefit you had been receiving prior to your spouse’s death until your death. Benefit payments will cease upon your death. You may not change your payment option once you’ve begun receiving a benefit, even if you and your spouse divorce or if your spouse dies before you do.

Payment Options for Married Participants

If you and your spouse reject the 50% Husband and Wife Benefit, you may elect to have your benefit paid as a lump sum, for 60 guaranteed monthly payments or as a Straight Life Annuity—a monthly benefit for life.

QUALIFIED OPTIONAL SURVIVOR ANNUITY

Under the Qualified Optional Survivor Annuity, you will now receive a reduced monthly benefit for your life. If you die before your spouse, your spouse will receive 75% of the monthly benefit that you were receiving prior to your death. If your spouse dies before you do, you will continue to receive the same benefit you had been receiving prior to your spouse’s death until your death. Benefit payments will cease upon your death.

60 GUARANTEED MONTHLY PAYMENTS

The amount in your Individual Account will be divided so that you will receive an equal share for 60 months. If you die before all 60 payments have been made, your beneficiary will receive the remaining payments.

STRAIGHT LIFE OPTION

If you are unmarried when you retire, you will receive a Straight Life Annuity, unless you elect another form of payment in writing. A Straight Life Annuity means that you will receive a monthly benefit for the rest of your life. Payments will stop at your death.

Automatic Cash-Out of Benefit

If the value of your Individual Account is \$5,000 or less, you will receive the total amount as a lump sum.

Age 70½ Requirement

You are required to begin receiving your Annuity Benefit payments by April 1 of the calendar year following the year you reach age 70½, even if you do not apply for them. You are not required to stop working.

Deferring Taxes on Your Plan Distributions

When you receive a distribution from the Annuity Plan, it is generally subject to income taxes. The Fund Administrator will provide you with information about options that are available to you to help you reduce or defer the amount of taxes that you will be required to pay. If all or a portion of your distribution is eligible to be “rolled over”—that is, to be transferred into a Traditional Individual Retirement Account or another eligible employer plan—you have two options:

- **Direct Rollover**

You may “roll over” all or some of your distribution to an eligible retirement plan (it must be at least \$200). Eligible retirement plans include:

- Traditional Individual Retirement Account (IRA),
- Roth IRA,
- Qualified employer sponsored retirement plans, including
 - » 401(a) retirement plan;
 - » Annuity contract under a 403(b) plan;
 - » 457 governmental retirement plan.

By doing this, you will not have to pay tax until you withdraw funds from the IRA or eligible retirement plan. Since an eligible employer plan does not have to accept a rollover, you should find out whether a particular plan accepts rollovers and, if so, the types of distributions it accepts as a rollover.

FOR EXAMPLE: Adam elects a lump sum payment distribution when he retires. He sets up a direct rollover of the \$75,000 balance into an IRA, which earns 6% interest. Adam keeps his money in the IRA and withdraws the investment earnings, which amount to \$3,240 annually after-tax or \$270 per month. At that rate, Adam is able to pay the monthly loan on a car he just bought. And, Adam avoided paying the additional 20% federal tax withholding that would have been due had he withdrawn the money and not rolled it over.

- **Payment to You**

You may elect to have your distribution paid to you in cash, however it is subject to 20% federal income tax withholding. For example, if your distribution amount is \$10,000, you will receive \$8,000. The payment is taxed in the year you receive it, unless, within 60 days, you roll it over to a Traditional IRA or another eligible employer plan.

Under certain circumstances, all or some of your distribution may not qualify to be rolled over into an IRA or qualified employer plan. You will receive an explanation about your rollover options when you apply for benefits. Because tax laws are complex, you should consult with a professional tax advisor before you take a payment of benefits from the plan.

APPLYING FOR BENEFITS

In order to begin receiving benefits under this Plan, you must submit a written application to the Board of Trustees. When you are ready to apply, contact the Fund Office for the necessary forms.

FAST FACTS:

- To apply for your Annuity Benefit, contact the Fund Office at (401) 942-8690.
- If you are married, your spouse is your beneficiary by law. You may change your beneficiary designation at any time with your spouse's written notarized permission.
- If you die, your named beneficiary should contact the Fund Office to apply for benefits from the Annuity Plan.

Receiving Your Distribution

You are eligible to receive a distribution—up to 100% of your balance—from your individual account if:

- you have terminated employment; and
- your employer (or any employer covered under a reciprocal agreement) has not made any contributions on your half for at least six consecutive calendar months.

PARTIAL DISTRIBUTION

If you do not withdraw 100% of your account balance as a distribution, you may be eligible for an additional lump-sum distribution of any amount up to the remaining balance in your account as long as no contributions have been received on your behalf for an additional three consecutive months. If you return to work you will need satisfy the six month separation of service rule before you are allowed to withdraw up to 100% of the amount in your individual account. Distributions from your account are subject to mandatory 20% tax withholding rules and if you are not at least 59 1/2 years of age may be subject to an additional 10% excise tax.

When To File for Your Annuity Benefit

The best time to file is 90 days before your intended payment date. Early filing will avoid delays in processing your application and paying your benefits. However, because of certain government regulations, you cannot file more than 90 days before your intended payment date. Ordinary you must file at least 30 days prior to your annuity starting date. However, benefits may begin before the 30-day period ends if you and your spouse provide the necessary consent.

Claims and Appeals Procedure

A. Denial of Claims (Other than Disability Benefits)

In the event that any Participant, Beneficiary or other person claims to be entitled to a benefit under the Plan, and the Plan Administrator determines that such claim should be denied in whole or in part, the Plan Administrator shall, in writing, notify such claimant within 90 days of receipt of such claim that his claim has been denied. An extension of time not exceeding 90 days shall be available if special circumstances require an extension of time for processing the claim. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, shall be furnished to the claimant before the initial 90-day period expires.

B. Denial of Disability Benefits

If a Participant, Beneficiary or other person claims to be entitled to a benefit under the Plan by reasons of disability, and the Plan Administrator makes a determination that the Participant is not disabled, the Trustees shall, in writing, notify such claimant within 45 days of receipt of such claim that his claim has been denied.

1. An extension of time not exceeding 30 days shall be available if special circumstances require an extension of time for processing the claim. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, shall be furnished to the claimant before the initial 45-day period expires. The Plan may take a second 30-day extension period should the Plan determine before the expiration of the first 30 day extension period that such an extension is necessary because a decision cannot be rendered within the first extension period due to reasons beyond the Plan's control. If a second extension is necessary, the notice of the second extension shall be sent to the claimant before the first 30-day extension period expires.

2. For any extension where unresolved issues prevent a decision on the claim and additional information is needed to resolve the issue, the claimant shall be given 45 days from the receipt of the extension notice to provide the specified information.

C. Notice of Denial (All Claims)

1. The notice of denial shall set forth in a manner reasonably expected to be understood by the claimant: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent Plan provisions on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; (iv) appropriate information as to the steps to be taken if the claimant wishes to submit his claim for review; and (v) a statement explaining the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination after the review (as discussed below).
2. If the Plan relied on an internal rule, guideline, protocol or similar criterion in making its decision to deny the claim, the notice shall also include the specific internal rule, guideline, protocol or similar criterion, or a statement of such, as well as a notice of the claimant's right for a free copy of the internal rule, guideline, protocol or similar criterion upon request.

D. Right to Authorized Representative (All Claims)

A claimant may appoint an authorized representative to act on his behalf for the purposes of filing a claim and seeking a review of a denied claim. The claimant, however, must notify the Plan in advance in writing of the name, address, and phone number of the authorized representative.

E. Right to Appeal (Other than Disability Claims)

Within 60 days after receipt of such notice of denial, such claimant or his authorized representative may request, by mailing or delivery of written notice to the Fund Administrator, a review and/or hearing by the Board of Trustees of the decision denying the claim. Such petition for review and/or hearing shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review and/or hearing will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

F. Right to Appeal for Disability Claims

1. Within 180 days after receipt of notice of denial of disability claims, such claimant or his authorized representative may request, by mailing or delivery of written notice to the Fund Administrator, a review and/or hearing by the Board of Trustees of the decision denying the claim. Such petition for review and/or hearing shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished. The review and/or hearing will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
2. The review of the appeal for denial of disability claims shall be made by the Board of Trustees and shall comprise of individuals who did not make the adverse benefit determination that is the subject of the appeal, and are not a subordinate of the individuals who made the adverse benefit determination.
3. The review of the appeal will not afford deference to the initial adverse determination.
4. If the denial of disability claims was based in whole or in part on a medical judgment, the Board of Trustees shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Should it be necessary for the Board of Trustees to consult with a health care professional, the health care professional shall be an individual who was not consulted in connection with the adverse benefit determination that is the subject of the appeal, nor a subordinate of such individual.

G. Review of Documents (All Claims)

1. Upon request and free of charge, the claimant or his duly authorized representative shall be permitted to review relevant documents and submit issues and comments in writing. A document, record or other information is “relevant” if it: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; or (iii) demonstrates compliance with the administrative processes and safeguards required under federal law.
2. The Board of Trustees shall also provide the identification of medical or vocational experts whose advice was obtained on behalf of the Fund in connection with the claimant’s disability claim denial, whether or not the advice was relied upon in making the adverse decision.

H. Presumption (All Claims)

If the claimant fails to request such a review and/or hearing within such 60 or 180 day period, it shall be conclusively determined for all purposes of this Plan that the denial of such claim by the Board of Trustees is correct. If such claimant requests a hearing within such 60 or 180 day period, the Board of Trustees shall designate a time (which time shall, not be less than 7 nor more than 60 (or 180) days from the date of such claimant’s notice to the Board of Trustees) and a place for such hearing, and shall promptly notify such claimant of such time and place.

I. Notification of Decision (Other than Disability Claims)

After such review and/or hearing, the Board of Trustees shall determine whether such denial of the claim was correct and shall notify such claimant in writing of its determination within a reasonable period of time, but not later than 60 days after receipt of request for review and/or hearing by the Board of Trustees. An extension of time not exceeding 60 days shall be available if special circumstances require an extension of time for processing the appeal. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, shall be furnished to the claimant before the initial 60-day period expires.

J. Notification of Decision for Disability Claims

After such review and/or hearing, the Board of Trustees shall determine whether such denial of the claim was correct and shall notify such claimant in writing of its determination within a reasonable period of time, but not later than 45 days after receipt of request for review and/or hearing by the Board of Trustees. An extension of time not exceeding 45 days shall be available if special circumstances require an extension of time for processing the appeal. If so, notice of such extension, indicating what special circumstances exist and the date by which a final decision is expected to be rendered, shall be furnished to the claimant before the initial 45-day period expires.

K. Content of Notice (All Claims)

The claimant shall be advised of the Board of Trustee’s decision in writing. The notice of denial shall set forth in a manner reasonably expected to be understood by the claimant:

1. specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based;
2. a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information “relevant” to the claimant’s claims for benefits, as determined under (g) (1), above;
3. description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. a statement describing any voluntary appeal procedures and the claimant’s right to obtain information about such procedures, if any;
5. a statement of the claimant’s right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;

6. if any internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination on a disability claim, the specific rule, guideline, protocol or other similar criterion, or a statement that such rule, guideline, protocol or other similar criterion will be provided free of charge upon request; and
7. if adverse benefit determination of a disability claim is based on a medical necessity, an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge.

L. Determination (All Claims)

If the Board of Trustees determination is favorable to the claimant, it shall be binding and conclusive. If such determination is adverse to such claimant, it shall be binding and conclusive unless the claimant notifies the Board of Trustees within 90 days after the mailing or delivery to him by the Board of Trustees of its determination, that he intends to institute legal proceedings challenging the determination of the Board of Trustees, and actually institutes such legal proceeding with 180 days after such mailing or delivery.

M. Final and Fully Binding (All Claims)

The denial of an application or claim as to which the right of review and/or hearing has been waived or the decision of the Fund Administrator or Board of Trustees with respect to a petition for review and/or hearing, shall be final and binding upon all parties, including the applicant, claimant or claimant and any person claiming under the application, claimant or claimant.

Designating a Beneficiary

Your beneficiary will receive your Individual Account balance if you die before retirement. If you are married, your spouse is automatically your beneficiary. If you both decide to name another person(s) as your beneficiary, your spouse must waive his or her rights as beneficiary, in writing and before a Notary Public or representative of the Fund.

If you die after retirement, your beneficiary will receive any remaining payments from your Individual Account. See page 13 for more information.

You may change your beneficiary designation at any time prior to receipt of retirement benefits. In order to designate a beneficiary you must complete a beneficiary card, available at the Fund Office.

If there is no designated beneficiary card on file in the Fund Office, or if your beneficiary dies before you, the remaining amount of your Individual Account will be distributed to the beneficiary you named for your Pension Fund benefits under the Rhode Island Laborers' Pension Plan. If that beneficiary dies before you or there is no beneficiary, the remainder of your Individual Account will be paid to your estate.

LIFE EVENTS

At certain times in your life, you may experience “events” that can affect your Annuity Benefit— such as marriage, divorce or stopping work.

FAST FACTS:

- If you marry, your Annuity Benefit will automatically be paid as a 50% Husband and Wife benefit unless you and your spouse reject this form of payment in writing.
- If you divorce, your benefits may be payable to your ex-spouse if required by a Qualified Domestic Relations Order (QDRO).
- If you become disabled, you may be eligible to receive the full value of your Individual Account.

If You Marry

Your marital status affects the way you may receive your pension benefit.

If you are married when you retire...

...your Annuity Benefit will automatically be paid to you in the form of a 50% Husband and Wife benefit. You and your spouse may decide to choose another form of payment, however, you must reject the 50% Husband and Wife benefit in writing (unless you elect the 75% Qualified Optional Survivor Annuity). See page 5 for information about payment options.

If you are not married when you retire...

...you are not eligible for the 50% Husband and Wife benefit. You will automatically receive your Annuity Benefit as a Straight Life Annuity (see page 5) unless you specifically request to receive your benefit as a Lump Sum Payment, or as 60 Guaranteed Payments. If you elect to receive your benefit as 60 Guaranteed Payments and you die prior to receiving all 60 payments, your beneficiary will receive the remainder of the payments. See page 5 for more information.

If you marry after you begin receiving your Annuity Benefit...

...you are not eligible to change your payment option to the 50% Husband and Wife benefit. You will continue receiving your Annuity Benefit the same way you had been prior to your marriage.

YOUR SPOUSE IS YOUR BENEFICIARY

Your spouse is automatically your designated beneficiary for your Annuity Benefit. If you wish to name another beneficiary, your spouse must consent to your election in writing. Your beneficiary must be on file at the Fund Office in order to receive a benefit in the event of your death.

How Do I Designate a Beneficiary?

To designate a beneficiary, contact the Fund Office for a beneficiary card. If you are married, your spouse is automatically your beneficiary by law; however, if your spouse consents in writing, you may name another beneficiary.

If You Divorce

If you get divorced before your Annuity payments begin, you may wish to change your beneficiary designation. Contact the Fund Office for a beneficiary card.

Your former spouse or other dependents may be entitled to all or some of your Annuity Plan benefits if required by a Qualified Domestic Relations Order (QDRO). A QDRO is a judgment, decree or order that may give another party a right to all or some of your Annuity Benefit. You may obtain a copy of the Fund's QDRO procedures at no charge making a written request to the Fund Office.

If you divorce after your Annuity Benefit begins in the form of a 50% Husband and Wife benefit, payments will continue in effect and benefits will be paid to your former spouse when you die. In other words, after your death your former spouse will receive half of the amount that you were receiving prior to your death.

If You Enter Military Service

If you leave Covered Employment to go into military service, you may be entitled to continue earning interest on the funds in your Individual Account in accordance with USERRA or other federal laws, provided you return to your job promptly after your discharge. In addition, you may be entitled to be credited with employer contributions for your military service after December 12, 1994. Notify the Fund Office immediately upon your return.

If You Leave Work

If you leave Covered Employment and your employer has not contributed to the Annuity Fund for at least six consecutive calendar months, you will be able to receive your Annuity Benefit. If you are married, your benefit will be payable as the 50% Husband and Wife benefit, unless you and your spouse reject this form of payment in writing. This consent must be witnessed by a notary public or a representative of the Fund

If you leave Covered Employment but you continue to work for the same employer, you will be eligible for your Annuity Benefit on the later of:

- The date when you terminate employment with that employer; or
- The date on which no contributions have been made on your behalf for six consecutive calendar months.

If you are working outside the jurisdiction of the Collective Bargaining Agreement but you are covered by a reciprocal agreement, you will be eligible for your Annuity Benefit when you reach age 55, or when no contributions have been made on your behalf for six consecutive calendar months.

If you return to work in Covered Employment after your Individual Account balance from has been distributed, a new Individual Account will be set up for you.

A Temporary Rule in effect for the period of June 1, 2011–May 31, 2012 allows a terminated participant to receive a 25% distribution from his or her individual account after a three-months during which no contributions have been made on the participant's behalf. See page 7 for details.

If You Become Disabled

If you become totally and permanently disabled before you reach age 65, you are eligible to receive your Annuity Benefit. You are considered totally and permanently disabled if:

- You are entitled to Social Security Disability Benefits; or
- You are entitled to a Disability Pension under the Rhode Island Laborers' Pension Plan.

You may be required to have periodic examinations by a physician (or physicians) selected by the Trustees to confirm that you continue to be totally and permanently disabled.

If You Die Before Retirement

If you are married at the time of your death, your spouse will automatically receive your Annuity Benefit. If your spouse consents in writing, your Annuity Benefit may be paid to an alternate beneficiary.

Your spouse (or beneficiary) will receive benefits in the form of a Straight Life Annuity (monthly benefit payable for life) unless he or she elects one of the following forms of payment:

- A lump sum payment of your Individual Account balance; or
- Monthly payments for a guaranteed period of 60 months.

If your spouse or beneficiary receives a lump-sum distribution from the Annuity Plan, it is generally subject to income taxes. The Fund Administrator will provide your spouse or beneficiary with information about rollover options that are available to help reduce or defer the amount of taxes that are required to be paid.

Your spouse (or beneficiary) will have the option to defer this benefit but must begin receiving it no later than the date you would have reached age 70 ½.

How Can I Receive My Benefit?

Turn to page 5 for descriptions of the payment options available under this Plan.

APPLYING FOR BENEFITS

In the event of your death, your named beneficiary should contact the Fund Office. The Fund Office will provide the necessary forms and discuss payment options with your beneficiary.

If You Die After Retirement

If you die after you've started receiving benefits under this Plan, your beneficiary will receive any remaining payments from your Individual Account. These payments, if any, will be paid to your beneficiary in the form that they were paid to you. Once you have elected a form of payment and have begun receiving benefits, this payment option cannot be changed.

FOR EXAMPLE, if you were receiving the 60 Guaranteed Payments option, and you'd received 30 payments prior to your death, your beneficiary would receive the remaining 30 payments. Your beneficiary may not request to have benefits paid as a Straight Life Annuity or as a Lump Sum Benefit

If you have not designated a beneficiary, or if your beneficiary dies before you, any remaining payments will be paid to the beneficiary that you designated under the Rhode Island Laborers' Pension Fund. If that beneficiary dies before you or there is no beneficiary, your remaining Individual Account will be payable to your estate.



PLAN FACTS

Legal Name of the Plan	Rhode Island Laborers' Annuity Fund
Plan Number	001
Board of Trustees Employer Identification Number	05-0417267
Plan Type	Retirement Defined Contribution Plan – Money Purchase Pension Plan
Plan Year	January 1 – December 31
Plan Administrator	The Board of Trustees The Rhode Island Laborers' Annuity Fund 200 Midway Road, Suite 169 Cranston, RI 02920 401-942-8690
Agent for Service of Legal Process	Service may be made upon a Plan Trustee or the Plan Administrator
Investment Managers	HGK Asset Management and Smith, Graham, & Company

NON-ASSIGNMENT OF BENEFITS

Your Annuity Benefits are intended for your personal financial security. They cannot be sold, borrowed against, garnished or attached in any way. However, the plan is required by law to honor a Qualified Domestic Relations Order to settle property rights, pay child support or pay alimony in a divorce. The Fund must also honor a federal tax lien against your benefits.

LIMIT ON CONTRIBUTIONS

Under federal law, there are limits on the annual contributions that can be made to the Plan on your behalf. You will be notified if these limits affect your benefit; however, because these limits are quite high, it is unlikely.

TAX-QUALIFIED PLAN

The Fund has been qualified by the Internal Revenue Service, which means that the Plan has met the requirements of the Internal Revenue Code and therefore may receive tax advantages.

TOP HEAVY PLAN

A plan is top heavy if key employees (officers and certain other highly paid participants) receive more than a limited percentage of plan benefits. In the extremely unlikely event that this plan should become top heavy, the requirements of federal law that a top-heavy plan must provide minimum contributions will be met.

PLAN DOCUMENT

You may request a copy of Rhode Island Laborers' Annuity Plan Document from the Fund Office. There will be a charge for copying.

PBGC INSURANCE DOES NOT APPLY

Although, The Pension Benefit Guaranty Corporation (PBGC), a U.S. government corporation insures, some pension plans, it does not provide insurance for this plan because it is a defined contribution money purchase plan.

PLAN TERMINATION

The Trustees intend to continue the Plan in this booklet indefinitely but reserve the right to amend or change or terminate it if necessary, subject to Article IX of the Plan. If the Plan should be terminated or amended or changed, it will not affect your right to any benefit to which you have already become entitled.

YOUR ERISA RIGHTS

As a participant in the Rhode Island Laborers' Annuity Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, 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 Pension and Welfare Benefit Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge 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.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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 pension benefit or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a pension benefit is denied or ignored, 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 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 that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in 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 suit in a Federal court. The court will decide who should 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 your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan administrator, you should: (1) contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory; or (2) call the EBSA's Toll-Free Employee & Employer Hotline at 866-444-EBSA (3272); or (3) write to the EBSA's Office of Participant Assistance at the following address:

Office of Participant Assistance
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, NW, Suite N-5625
Washington, DC 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the EBSA's Toll-Free Employee & Employer Hotline at 866-444-EBSA (3272).



**Rhode Island Laborers'
Annuity Fund**

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