

SHEET METAL WORKERS' LOCAL NO. 73 PENSION PLAN
MODEL QUALIFIED DOMESTIC RELATIONS ORDER
IN THE ____ COURT OF THE _____

Plaintiff,

v.

No. _____

Defendant.

THIS CAUSE is presented for the entry by the Court of a domestic relations order ("Order"), as that term is defined and applied under Section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"). The general requirements of ERISA Section 206(d) and Code Section 414(p) are hereby incorporated by reference. As the terms of this Order have been stipulated and agreed to by the parties, and the Court has been fully advised in the premises thereof, the Court finds:

1. The Plan to which this Order applies is the Sheet Metal Worker's Local No. 73 Pension Plan ("Pension Plan" or "Plan").

2. The administrator of the Plan is [_____] "Plan Administrator". The QDRO Administrator acts as the Plan Administrator's agent. A signed original or a certified copy of this Order as entered by the Court shall be promptly delivered to the Plan Administrator by the [*Participant or Alternate Payee*] or his or her legal representative at the following address:

QDRO Administrator
[Pat Ludvigsen]
4530 Roosevelt Road
Hillside, IL 60162
Telephone (708) 449-7373
Fax (708) 449-7333

3. This Order relates to the provision of support, alimony or marital property rights to a spouse or former spouse of a Participant and is issued pursuant to the _____ **[insert title of state domestic relations law]**, which governs actions for dissolution of marriage.

4. The Participant and the Alternate Payee were married on _____ and the marriage was dissolved through a judgment of dissolution of marriage entered on _____.

5. The name, mailing address, date of birth, and Social Security Number of the Participant are:

Name: _____
Address: _____
Date of Birth: _____
Social Security Number: _____

The Participant shall notify the Plan within 30 days of any changes in address or other contact information.

6. The name, mailing address, date of birth and Social Security Number of the Alternate Payee are:

Name: _____
Address: _____
Date of Birth: _____
Social Security Number: _____

The Alternate Payee shall notify the Plan within 30 days of any changes in address or other contact information.

7. The Alternate Payee is hereby assigned a portion of the benefits payable to the Participant under the Plan. In calculating the amount of benefits payable to the Alternate Payee under the Plan, the Plan Administrator shall consider only the present value of the Participant's accrued benefits and not the present value of any employer subsidy for early retirement which may, or may not, become payable to the Participant. The amount of benefits assigned to the Alternate Payee is described below (determined using the actuarial equivalence factors specified in the Plan for conversion of optional forms of benefits):

[Choose one of the following paragraphs A, B, or C and delete the others]

A. For Shared Interest Orders¹:

_____ percent (___%) of the Participant's monthly benefit which equals the fix dollar amount (rounded up or down to the next dollar) of \$_____ per month. The specified dollar amount may be further adjusted, to the extent applicable per the terms of this Order, by any early retirement commencement factors, or actuarial adjustments in the event of conversion to Alternate Payee's life expectancy, commencement date, and elected form of payment. It is understood that the Alternate Payee may receive a monthly dollar amount different from that specified above as a result of any applicable adjustments.

B. For Separate Interest Orders²– Coverture Fraction:

¹ **Shared Interest Order** – Under a shared interest order, the Alternate Payee is not able to elect time and form of payment of the benefits assigned to him/her. Payment to the Alternate Payee will only commence once the Participant commences to receive payments. Further, if the Participant elects an annuity as a form of payment, when payments stop upon the Participant's death, the Alternate Payee benefits will also stop unless the Alternate Payee was designated as the surviving spouse in this Order. If the Participant elected a single life annuity as form of payment, the Alternate Payee may not be designated as the surviving spouse.

The Order assigns an amount equal to the actuarial equivalent of ____percent (____%) of the Marital Portion of the Participant's accrued benefit under the Plan as of the Participant's benefit commencement date, or the Alternate Payee's benefit commencement date, if earlier. The Marital Portion shall be determined by multiplying the Participant's accrued benefit by a fraction (less than or equal to 1.0), the numerator of which is the number of credits the Participant earned during the marriage (from _____ to _____), and the denominator of which is the total number of credits the Participant earned as of the Participant's benefit commencement date, or the Alternate Payee's commencement date, if earlier.

C. For Separate Interest Orders – Fixed Percentage

____percent (____%) of the benefits earned by the Participant from [date] to and including [date] (“benefit calculation date”).

8. Choose One as Applicable.

[For Separate Interest Orders Only] The Alternate Payee may elect to have benefits paid in any form in which benefits may be paid under the Plan to a participant, except a joint and survivor annuity with respect to the Alternate Payee and a subsequent spouse. The Alternate Payee, by making application in accordance with the Plan's procedures, may elect to begin receiving benefits under the Plan at any time after the Participant attains “earliest retirement age” (as defined in Code Section 414(p)(4)(B)), or when the Participant commences a Disability pension under the Plan, provided that this Order is determined by the Plan Administrator to be a qualified domestic relations order. In no event shall the Alternate Payee delay the commencement of his/her benefits beyond the Participant's “required beginning date.” Once the benefits assigned to the Alternate Payee under this Order have been distributed to him or her, the Alternate Payee will have no further interest of any kind in the remainder of the Participant's benefit under the Plan.

[For Shared Interest Orders Only] The Alternate Payee, by making application in accordance with the Plan's procedures, may elect to begin receiving benefits under the Plan at any time after the Participant commences benefits, provided that this Order is determined to be qualified as a QDRO.

9. If the Alternate Payee has an Annuity Starting date under the Plan before the Participant separates from service, then the calculation of the Alternate Payee's assigned benefit will take into account only the present value of the benefits actually accrued. If the Participant receives an early retirement subsidy after the Alternate Payee's benefit payments commenced, the Alternate Payee's assigned benefit **[shall/shall not]** be adjusted. **[If the Alternate Payee's assigned benefit is adjusted to account for any early retirement subsidy, the adjustment shall apply on a prospective basis only].**

If the Alternate Payee has an Annuity Starting date under the Plan after the Participant separates from service, then the calculation of the Alternate Payee's assigned benefit will take into account the present value of the benefits actually accrued **[including /excluding]** any subsidy for early retirement.

In addition the Alternate Payee **[shall/shall not]** receive a proportionate share of any post-retirement cost-of-living adjustments or other economic improvements made to the Participant's benefits on or after his/her retirement date.

² **Separate Interest Order** – Under a separate interest order, the Alternate Payee may elect time and form of payment of the benefits assigned to him/her subject to earliest commencement date rules.

10. If the Participant dies before his or her annuity starting date and before the Alternate Payee's benefit assigned by this Order is distributed (but after the Order is determined to be qualified), and the full assigned benefit remains payable to the Alternate Payee under the terms of the Plan, then the benefit assigned to the Alternate Payee is unaffected by the Participant's death and is payable when otherwise provided under this Order and the Plan. If the full assigned benefit does not remain payable to the Alternate Payee, such as if the Participant benefit covered by this Order is converted into a qualified pre-retirement survivor annuity or a joint and survivor annuity, then the Alternate Payee shall be treated as a surviving spouse of the Participant for purposes of the qualified pre-retirement survivor annuity or a joint and survivor annuity with respect to the Participant's benefit earned under the Plan to the extent necessary to enable the Alternate Payee to receive the benefits described in paragraph 7 above.

11. The benefit payable subject to this Order shall be adjusted as necessary so the Plan is not required to provide benefits to the Alternate Payee and the Participant and/or another alternate payee, determined based on actuarially equivalent value, that exceed the Participant's total Plan benefits. If, as a result of this Order, more than one individual is to be treated as a surviving spouse of the Participant, the total amount to be paid in the qualified pre-retirement survivor annuity or joint and survivor annuity may not exceed the amount that would be paid if there were only one surviving spouse.

12. **[For Separate Interest Orders Only]** The Alternate Payee may designate a beneficiary to receive any death benefits payable under the Plan after the Alternate Payee's death. Upon the Alternate Payee's death after benefit commencement but before all benefits are distributed, the form of benefit selected by the Alternate Payee shall determine whether any amounts are owed to any beneficiary upon the Alternate Payee's death. Any such beneficiary designation shall be made without regard to any designation by the Participant of a beneficiary with respect to the Participant's interest. If the beneficiary predeceases the Alternate Payee or the Alternate Payee fails to designate a beneficiary, the benefit will be paid to the default beneficiary as provided in the Plan. Upon the Alternate Payee's death before benefit payments commence to him or her, the Alternate Payee's assigned benefit will be forfeited and will revert to the **[Plan/Participant]**.

13. If a payment of any dollar amounts is paid in error to either party to this Order, then the receiving party shall immediately return it to the Plan.

14. The Alternate Payee shall include in his or her gross income for his or her taxable years of receipt all taxable benefits received by the Alternate Payee pursuant to this Order, and the Participant shall not include such benefits in the Participant's gross income for such taxable years. The Alternate Payee shall be treated as the distributee under Code Sections 72 and 402 of any payment or distribution made to the Alternate Payee pursuant to this Order. The Participant's investment in the Plan will be shared proportionately by the Alternate Payee and the Participant as provided in Code Section 72(m)(10).

15. Nothing contained in this Order or any amendment hereto shall be construed to require the Plan or the Plan Administrator:

(a) to provide any type or form of benefit or any option not otherwise available under the Plan;

(b) to provide increased benefits (determined based on actuarially equivalent value);
or

(c) to pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined by the Plan Administrator to be a QDRO.

16. This Order is intended to be a qualified domestic relations order under ERISA Section 206(d) and Code Section 414(p), and the provisions hereof shall be administered and interpreted in conformity with ERISA Section 206(d) and Code Section 414(p).

17. If this Order is determined not to be a QDRO within the meaning of ERISA Section 206(d) and Code Section 414(p), the parties hereby agree to submit to and request a court of competent jurisdiction to modify the Order to make it a QDRO in such a manner as to reflect the parties' intent as herein expressed and thereafter to enter an order modifying this Order, such modification order to be entered *nunc pro tunc*, if appropriate. This court retains jurisdiction to amend this Order for purposes of establishing or maintaining the status of this Order as a QDRO.

Dated: _____

Judge

The preceding Order is approved as to form.

For Petitioner

For Respondent

