

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS  
LOCAL NO. 150 PENSION FUND**

**MODEL QUALIFIED DOMESTIC RELATIONS ORDER  
Separate Interest Approach**

*[Insert Court Name]*

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In Re Marriage of:

\_\_\_\_\_  
Petitioner,

QUALIFIED DOMESTIC RELATIONS ORDER

and

Case No. \_\_\_\_\_:

\_\_\_\_\_  
Respondent.

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This Court heard this matter on *[date]* \_\_\_\_\_. The Court took evidence and filed its Findings of Fact, Conclusions of Law and Judgment. This Order assigns the *[Petitioner, Respondent]* an interest in the *[Petitioner's, Respondent's]* retirement benefit under the plan named below. This Order provides for { **Drafting Note: Choose one of the following options and delete the remaining options** } *[child support, marital property, maintenance, or alimony payments]*.

This Order is made pursuant to the authority of *[statute]* \_\_\_\_\_, part of the domestic relations law of the State of \_\_\_\_\_.

The terms and conditions of this Order are as follows:

**FACTS**

1. The "Participant" means the party who is the participant or former participant in the retirement plan which is the subject of this Order. The Participant is the *[Petitioner, Respondent]*. The Participant's identifying information is as follows:

*[Participant's Name*

*Address*

*City, State, Zip*

{ **Drafting Note: For security purposes, the parties may provide the following information in a separate document.** }

*Date of Birth*

*Social Security Number]*

2. The "Alternate Payee" is the Participant's [*spouse, former spouse, child, or other dependent*]. **{Drafting Note: If the parties wish to name the Participant's child as the Alternate Payee, please contact the Plan Administrator at the address listed below.}** The Alternate Payee is the [*Petitioner, Respondent*]. The Alternate Payee's identifying information is as follows:

[*Alternate Payee's Name*

*Address*

*City, State, Zip*

**{Drafting Note: For security purposes, the parties may provide the following information in a separate document.}**

*Date of Birth*

*Social Security Number*]

3. The marriage began on [*date*] \_\_\_\_\_.

4. The date of [*divorce (dissolution of the marriage), legal separation or filing*] is [*date*] \_\_\_\_\_.

5. This Order applies to the International Brotherhood of Electrical Workers Local No. 150 Pension Fund (the "Plan"). This Order also applies to (a) any benefits accrued by the Participant under a predecessor qualified retirement plan that were transferred into this Plan, and (b) any successor to the Plan to which liability for the Participant's benefits is transferred. Any changes in the Plan Administrator, Plan Sponsor or Plan name will not affect the Alternate Payee's rights awarded under this Order.

6. The Plan Administrator's name and address is:

Board of Trustees of the International Brotherhood of Electrical Workers  
Local No. 150 Pension Fund  
c/o TIC International Corporation  
6525 Centurion Drive  
Lansing, MI 48917-9275

### AWARD OF BENEFITS

1. The Plan shall award directly to the Alternate Payee, a portion of the Participant's vested accrued benefit pursuant to the following formula: **{Drafting Note: Choose one of the following options and delete the remaining options.}**

(a) Award of Benefit Formula.

*Option 1*

\_\_\_\_\_ % of the Participant's accrued pension benefit under the Plan as of the date of divorce, [*insert date*].

*Option 2*

\_\_\_\_\_ % of the Participant's pension benefit accrued under the Plan between the date of marriage, [*insert date*], and the date of divorce, [*insert date*].

*Option 3*

[*Insert any other formula agreed to by the parties such as a dollar amount award or formula that uses a coverture (marital) fraction.*]

(b) Accrued Benefit. "Accrued Benefit" means the amount payable to the Participant at normal retirement age had the Participant terminated all employment covered by the Plan by the date(s) indicated above. The Plan will calculate the Accrued Benefit using the month-end that is coincident with or immediately preceding the date(s) indicated above.

(c) Actuarial Equivalent/Separate Interest Approach. The Alternate Payee's benefit shall be based on the life expectancy of such Alternate Payee. The benefit payment to the Alternate Payee shall be the actuarial equivalent (as defined by the Plan) of the amount of the Participant's accrued benefit awarded above, taking into account the Alternate Payee's age and life expectancy, the commencement date of the benefit and the form of benefit elected.

(d) Benefit Increases. The Alternate Payee [*shall/shall not*] receive a pro rata share of any benefits increases after the date of divorce. **{Drafting Note: For use with Options 1 or 2.}**

(e) Post-Retirement Increases and Improvements. The Alternate Payee also [*shall/shall not*] receive a pro rata share of any post retirements increases or other economic improvements made to the Participant's benefits on or after the date of [*his/her*] retirement.

2. Form of Benefit. The Alternate Payee may elect to receive [*his/her*] benefit in any form permitted to the Participant by the Plan, other than a joint and survivor annuity with any subsequent spouse of the Alternate Payee.

3. Timing of Distribution. If the Alternate Payee's benefit is subject to mandatory cash-out of small accounts under the Internal Revenue Code and the terms of the Plan, the Plan Administrator will initiate a distribution of the Alternate Payee's benefit in a single lump sum. If the mandatory cash-out provisions of the Plan do not apply to the Alternate Payee's benefit, the Alternate Payee may elect a distribution of [*his/her*] awarded benefit as soon as administratively feasible following the later of: (a) the date the Participant attains "earliest retirement age," as defined by Internal Revenue Code section 414(p)(4)(B) or (b) the date the Plan Administrator issues a formal written determination that this Order meets the requirements of a QDRO and (c) either (i) the parties have waived the 60 day review period, or (ii) the review period expires. The Alternate Payee, however, must request a distribution no later than the required beginning date specified by the Internal Revenue Code.

4. Beneficiary Designation. The Alternate Payee's right to designate a beneficiary will depend on the form of benefit elected by the Alternate Payee. If the Alternate Payee fails to properly designate a beneficiary or if the beneficiary is deceased, the Plan Administrator will distribute the Alternate Payee's remaining benefit (if any) according to the Plan's terms for participants who do not have a valid beneficiary designation in force at death.

The Participant's right to designate a beneficiary will depend on the form of benefit elected by the Participant. Any previous designation of the Participant's (former) spouse is automatically void upon legal termination of marriage. The Participant, may, however re-designate [*his/her*] (former) spouse as [*his/her*] beneficiary after the date of legal termination of the marriage.

5. Alternate Payee's Death. If the Alternate Payee dies before commencing [*his/her*] benefits, the Alternate Payee's awarded benefit will be forfeited and will revert to the Participant. If the Alternate Payee dies after [*his/her*] benefits commence, any death benefit will depend on the form of benefit elected by the Alternate Payee.

6. Participant's Death. If the Participant dies before reaching earliest retirement age as defined by Internal Revenue Code section 414(p)(4)(B) and the Plan, the Alternate Payee's awarded benefit shall be null and void. **{Drafting Note: No further benefits will be payable to the Alternate Payee unless the Order specifically designates the Alternate Payee as a surviving spouse for a portion or all of the qualified preretirement survivor annuity.}** If the Participant dies before reaching earliest retirement age, the Alternate Payee [*shall/shall not*] be designated as the Participant's surviving spouse for purposes of the qualified preretirement survivor annuity.

The Participant's death after the Participant reaches earliest retirement age will have no effect on the Alternate Payee's awarded benefits under this Order.

**{Drafting Note: Include the following if the Alternate Payee is designated as the surviving spouse. Choose one option and delete the rest.}**

7. Qualified Preretirement Survivor Annuity. The Alternate Payee's surviving spouse benefit shall be based on *Option 1: the Participant's entire accrued pension benefit. Option 2: the Alternate Payee's interest in the Participant's accrued pension benefit under the formula described in the Award of Benefits paragraph 1(a). Option 3: an amount equal to the benefit the Alternate Payee would have received pursuant to the Order had the Participant lived and retired voluntarily. Option 4 [Insert other option.]*

## OTHER TERMS AND CONDITIONS

1. Reimbursement/Inadvertent Payment(s). The Alternate Payee or the Participant under this Order shall promptly reimburse the Plan for any benefits wrongfully or mistakenly received from the Plan.

2. Tax Treatment. For purposes of Internal Revenue Code sections 402(a)(1) and section 72, any Alternate Payee who is the Participant's spouse or former spouse shall be treated as the distributee of any distribution or payments made to the Alternate Payee under this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

3. Status of the Order. This Order is intended to constitute a Qualified Domestic Relations Order pursuant to Internal Revenue Code section 414(p) [26 USC § 414(p)] and the Employee Retirement Income Security Act section 206(d) [29 USC § 1056(d)]. This Order shall be administered and interpreted in conformity with these statutes, as amended from time to time, and any applicable regulations.

4. Jurisdiction. The Court retains jurisdiction to amend this Order, but only for the purpose of establishing or maintaining its qualification as a Qualified Domestic Relations Order; provided that: (a) no such amendment shall require the Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan and (b) no such amendment or the right of the Court to amend will invalidate this Order as "qualified."

5. Plan Termination. If the event of a Plan termination, the Alternate Payee shall be entitled to receive [his/her] portion of the Participant's benefits according to the Plan's termination provisions for participants and beneficiaries.

6. Notification of Permanent Address. The Participant and the Alternate Payee will at all times keep the Plan Administrator informed of their respective permanent addresses.

7. Copy to Plan Administrator. The parties shall provide a certified copy of this Order to the Plan Administrator. This Order shall take effect immediately and remain in effect until further Order of the Court.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BY THE COURT**

Drafted by:

Approved as to form by:

\_\_\_\_\_  
Attorney for [Participant] [Alternate Payee]  
State Bar ID Number \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

\_\_\_\_\_  
Attorney for [Participant] [Alternate Payee]  
State Bar ID Number \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

*The Plan Administrator provides this model form as a guideline only. Its use is not required. While use of the model form will generally result in a QDRO, it will not serve the needs of all individuals nor will it fit all circumstances. It is recommended that the parties submit a draft Order (not signed by the court) for the Plan Administrators' review whether using the model form or a custom-designed form.*