

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

**MODEL QUALIFIED DOMESTIC RELATIONS ORDER  
Shared Payment 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. Award of Benefits. This Order awards the Alternate Payee, as shared property, a portion of the Participant's monthly accrued benefit under the Plan.

(a) Amount of Benefit. **{Drafting Note: The parties may use an alternate formula such as a coverture (marital) fraction.}** This Order assigns to the Alternate Payee an amount equal to \_\_\_\_\_ [*specify dollar amount or percentage*] of each and every monthly payment otherwise payable to the Participant as accrued on \_\_\_\_\_ [*date*] (the "Assignment Date"), but not to exceed the full amount of such payment.

(b) Shared Payment Approach. This Order follows the shared payment approach. The form of benefit remains based on the life expectancy of the Participant.

(c) Pre-Retirement Rate Increases. The Alternate Payee [*shall/shall not*] receive a pro-rata share of any benefit rate increases occurring subsequent to the Assignment Date but prior to the earliest commencement of benefits to either the Alternate Payee or the Participant. **{Drafting Note: Delete if the Participant is in pay status.}**

(d) Post-Retirement Increases and Improvements. The Alternate Payee [*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.

(e) Early Commencement. The award of benefits may be further adjusted by any applicable early commencement reduction factors as set forth by the Plan.

2. Form of Benefit. The Participant shall select any form of benefit available under the Plan, subject to the postretirement surviving spouse rules set forth below.

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 shall commence [*his/her*] benefits on the later of (a) the date the Participant starts receiving benefit payments, or (b) the first administratively feasible payment date following the date the Plan Administrator approves this Order (including any payments withheld on the Alternate Payee's behalf). The Plan Administrator cannot distribute the Alternate Payee's benefit at any time before the 60-day review period expires (unless waived by the parties).

The Participant shall be required to notify the Alternate Payee, in writing, within [*insert days – typically 30 to 60 days*] prior to [*his/her*] actual date of retirement. Such notice shall indicate the Participant's intent to retire and [*his/her*] elected benefit commencement date. The notice shall be sent via regular, first class mail. For this purpose, the Alternate Payee shall notify the Participant of any changes in the Alternate Payee's mailing address.

4. Beneficiary Designation. Depending on the form of benefit elected by the Participant, the Participant may designate a beneficiary for [*his/her*] remaining benefit by properly completing and filing a beneficiary designation according to the Plan's administrative procedures. 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 or after benefits commence to the parties, the benefits awarded to the Alternate Payee under this Order are forfeited and shall revert to the Participant. If the Alternate Payee dies after benefits commence, the Alternate Payee's share of the payment will end as of the date of death.

6. Participant's Death. The Participant's benefits will end when the Participant dies (subject to applicable death benefits, if any). **{Drafting Note: No further benefits are payable to the Alternate Payee unless the Order specifically designates the Alternate Payee as a surviving spouse for a portion or for all of the qualified preretirement survivor annuity, as a surviving spouse for the qualified joint and survivor annuity, and/or as a beneficiary for an optional form of payment.}** If the Participant dies before the Alternate Payee, the Alternate Payee [*shall/shall not*] be designated as the Participant's surviving spouse for purposes of the qualified preretirement survivor annuity and the qualified joint and survivor annuity.

**{Drafting Note: Include the following if the Alternate Payee is designated as the surviving spouse.}**

7. Qualified Preretirement Survivor Annuity and Qualified Joint and 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 Award of Benefits paragraph 1(a).}* *{Option 3: in 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. In 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.*