

ELECTRICAL WORKERS' LOCAL NO. 292 PENSION PLAN

**MODEL QUALIFIED DOMESTIC RELATIONS ORDER
(QDRO)**

PRE-RETIREMENT

THE DIVISION OF RETIREMENT BENEFITS INVOLVES COMPLEX TAX AND LEGAL ISSUES. THE ELECTRICAL WORKERS' LOCAL NO. 292 PENSION PLAN **STRONGLY** RECOMMENDS THAT INDIVIDUALS SEEK THE ADVICE OF COMPETANT LEGAL COUNSEL OF THEIR CHOOSING BEFORE THEY DIVIDE RETIREMENT PLAN BENEFITS.

THE FOLLOWING IS INTENDED AS GENERAL INFORMATION. IT DOES **NOT** CONSTITUTE LEGAL ADVICE AND SHOULD **NOT** BE RELIED UPON BY EITHER PARTY AS THE SOLE METHOD OF DIVIDING RETIREMENT BENEFITS.

THE PLAN DOCUMENT **ALONE** DICTATES HOW ADMINISTRATIVE MATTERS ARE HANDLED BY THE ELECTRICAL WORKERS' LOCAL NO. 292 PENSION PLAN. IT IS THEREFORE THE RESPONSIBILITY OF ALL PARTIES TO CONFIRM WITH THE PLAN ADMINISTRATOR WHAT ADDITIONAL STEPS ARE REQUIRED UNDER THE TERMS OF THE PLAN TO APPLY FOR AND RECEIVE BENEFITS.

PLEASE NOTE THAT THE PLAN, ITS ADMINISTRATORS, AND ITS LEGAL COUNSEL WILL NOT PROVIDE ADVICE IN DRAFTING A QUALIFIED DOMESTIC RELATIONS ORDER THAT MEETS THE OBJECTIVES OF BOTH PARTIES. SIMILARLY, IT IS THE RESPONSIBILITY OF BOTH PARTIES AND THEIR LEGAL COUNSEL TO ENSURE THAT THE PROPOSED QUALIFIED DOMESTIC RELATIONS ORDER IS AN ACCURATE AND COMPLETE REPRESENTATION OF THE DIVISION OF RETIREMENT BENEFITS BETWEEN THE PARTIES. THE PLAN ADMINISTRATOR WILL ADMINISTER THE QUALIFIED DOMESTIC RELATIONS ORDER **AS WRITTEN** AND IN ACCORDANCE WITH THE TERMS OF THE PLAN DOCUMENT.

STATE OF _____

IN DISTRICT COURT

COUNTY OF _____

_____ JUDICIAL DISTRICT

Court File No. _____

In Re the Marriage of:

Petitioner,

and

QUALIFIED DOMESTIC
RELATIONS ORDER
(Pre-Retirement)

Respondent.

IT IS HEREBY ORDERED AS FOLLOWS:

1. **Effect of this Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of an Alternate Payee’s right to receive a portion of the Participant’s benefits payable under a Taft-Hartley multiemployer-sponsored defined benefit pension plan that is qualified under Section 401 of the Internal Revenue Code (the “Code”) and the Employee Retirement Income Security Act of 1974 (“ERISA”). It is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Section 414(p) of the Code and Section 206(d)(3) of ERISA.

2. **Participant Information:** The name, last known address, Social Security Number, and date of birth of the Plan Participant (“Participant”).

Name:

Address:

Social Security Number: (This may be provided in a separate Confidential Information form.)

Date of Birth:

The Participant will have the duty to notify the Plan Administrator in writing of any changes in his or her mailing address after the entry of this Order.

3. **Alternate Payee Information:** The name, last known address, Social Security Number, and date of birth of the Alternate Payee (“Alternate Payee”).

Name:

Address:

Social Security Number: (This may be provided in a separate Confidential Information form.)

Date of Birth:

The Alternate Payee will have the duty to notify the Plan Administrator in writing of any changes in his or her mailing address after the entry of this Order.

4. **Plan Name:** The name of the Plan to which this Order applies is the **Electrical Workers Local No. 292 Pension Plan** (the “Plan”). Further, any successor plan to the Plan or any other plan(s) to which liability for provision of the Participant’s benefits described below is incurred will also be subject to the terms of this Order. Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other defined benefit plan sponsored by the Participant’s employer, where liability for benefits accrued under such predecessor plan or other defined benefit plan has been transferred to the Plan, will also be subject to the terms of this Order.

Any changes in Plan Administrator, Plan Sponsor, or name of the Plan will not affect Alternate Payee’s rights as stipulated under this Order. For purposes of this Order, the Plan Administrator is:

Electrical Workers No. 292 Pension Plan
6900 Wedgwood Road North, Suite 425
Maple Grove, MN 55311
(763) 493-8830 or (800) 368-9045

5. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____.

6. **For Provision of Marital Property Rights:** This Order relates to the provision of marital property rights to the Alternate Payee as a result of the Order of Dissolution of Marriage (or, if other Order, please correctly identify) between Participant and Alternate Payee.

7. **Amount of Alternate Payee's Benefit:** This Order irrevocably assigns to the Alternate Payee an amount equal to ___ Percent (___%) of the Participant's vested benefit accrued under the Plan between _____ and _____.¹ The Alternate Payee will have no rights to the portion of Participant's accrued benefit under the Plan not assigned by this Order, or to any benefits earned by the Participant after _____.²

The Participant's accrued benefit under the Plan will be reduced to reflect the amount assigned to the Alternate Payee as determined above. After this assignment, the Participant will have no remaining rights to the portion assigned to the Alternate Payee.

Notwithstanding the language set forth above in this Section 7, to the extent that any prior QDRO, as defined by section 414(p) of the Code, has awarded amounts to any other person that this Order awards to the Alternate Payee, the duplicate amounts awarded pursuant to this Order are not payable to the Alternate Payee.

8. **Form of Payment to Alternate Payee:** The Alternate Payee may elect to receive his or her benefits in any one of the allowable benefit distribution options permitted under the terms and provisions of the Plan, except a Qualified Joint and Survivor Annuity or a Qualified Optional Survivor Annuity with his or her current spouse as the beneficiary.

The form of benefit elected by the Alternate Payee is to be based on the **life expectancy of such Alternate Payee**. Any actuarial adjustment that might be necessary to convert the Alternate Payee's benefits to another form based on the Alternate Payee's lifetime will be applied to the Alternate Payee's benefits.

¹ These dates are usually the dates of marriage.

² This date will be the date of the Order or another date determined by the Parties or Judge.

9. **Commencement Date of Payment:** The Alternate Payee may elect to commence his or her benefits under the Plan at any time on or after the date the Participant attains the “earliest retirement age” as defined by Section 414(p) of the Code. Also, in the event the Participant’s benefits become payable at an earlier time under the Plan’s Disability Retirement provisions, the Alternate Payee may elect to commence his or her share of the benefits at such earlier time.

Further, should any **early commencement reduction** be necessary in the event that the Alternate Payee commences his or her benefits prior to Participant’s Normal Retirement Date, then such reduction will be applied to Alternate Payee’s benefits in accordance with applicable Plan provisions.

Application for Benefits Required. The Plan will not pay any benefits to either the Participant or Alternate Payee unless the party to whom benefits are payable applies for benefits using the application form designated by the Plan and complies with the application procedures of the Plan in effect at the time of application for benefits.

10. **Early Retirement Benefits:**

OPTION 1: The Alternate Payee will be entitled to a pro rata share of any **early retirement subsidy or Rule of 85 retirement benefit** provided to the Participant on the date of his or her retirement. In the event the Alternate Payee has already commenced distribution of his or her share of the benefits on the date of the Participant’s retirement, then the amount payable to the Alternate Payee will be increased in accordance with the Plan Administrator’s practices and the Plan’s actuarial principles in order to provide the Alternate Payee with the pro rata share of such early retirement subsidy. Such pro rata share will be calculated in the same manner that the Alternate Payee’s share of the Participant’s retirement benefits is calculated pursuant to Section 7 of this Order.

OPTION 2: The Alternate Payee will not be entitled to a pro rata share of any **early retirement subsidy or Rule of 85 retirement benefit** provided to the Participant on the date of his or her retirement.

11. **Treatment of Alternate Payee as Surviving Spouse for Pre-Retirement Survivor Benefits:**

OPTION 1: For purposes of determining the eligibility for such surviving spouse benefits, the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as stated in Sections 401(a)(11) and 417 of the Code and as required under the provisions of the Plan. The Alternate Payee will be treated as the Participant's surviving spouse for purposes of any pre-retirement survivor coverage with respect to Participant's entire survivor benefit. Therefore, in the event of the Participant's death prior to the Participant's earliest retirement age under the terms of the Plan and the Alternate Payee's benefit commencement date, the Alternate Payee is entitled to *only* a survivor benefit under the terms of the Plan.

OPTION 2: The Alternate Payee will be treated as the Participant's surviving spouse for purposes of any pre-retirement survivor coverage with respect to [insert percentage of benefit or formula]. In the event of the Participant's death prior to Participant's earliest retirement age under the terms of the Plan and the Alternate Payee's benefit commencement date, the Alternate Payee is entitled to *only* the portion of the survivor benefit indicated.

OPTION 3: The Alternate Payee will not be treated as the Participant's surviving spouse for the purposes of any pre-retirement survivor benefits under the Plan. Therefore, in the event of the Participant's death prior to the Participant's attainment of the earliest retirement age under the terms of the Plan and the Alternate Payee's benefit commencement date, the Alternate Payee is not entitled to *any* survivor benefit under the terms of the Plan and would be ineligible to receive his or her benefit awarded in paragraph 7.

12. **Treatment of Alternate Payee as Surviving Spouse for Post-Retirement**

Survivor Benefits:

OPTION 1: For purposes of determining the eligibility for such surviving spouse benefits, if the Alternate Payee and the Participant have satisfied the one (1) year marriage requirement as stated in Sections 401(a)(11) and 417 of the Code and as required under the provisions of the Plan. The Alternate Payee will be treated as the Participant's surviving spouse for purposes of any postretirement survivor benefit. The Participant is instructed to name the Alternate Payee as his or her surviving spouse and to elect to receive his or her benefits in the form of a Qualified Joint and Survivor Annuity with the Alternate Payee named as the beneficiary.

OPTION 2: The Alternate Payee is not named the surviving spouse of the Participant. Therefore, in the event of the Participant's death after the Participant's retirement date, the Alternate Payee would not be eligible for any survivor benefit.

13. **Death of Alternate Payee:** If the Alternate Payee dies prior to the commencement of his or her benefits, the Alternate Payee's portion of the Participant's benefits will revert to the Participant, to the extent permitted under the Plan. Should the Alternate Payee die after the Alternate Payee's commencement of benefits in the form of a Single Life Annuity, any claim to benefits from the Plan expires at the time of the Alternate Payee's death. If the Alternate Payee dies after the Alternate Payee's commencement of benefits in the form of a Term Certain Annuity, the remaining portion of the Alternate Payee's assigned benefits, if any, will be paid to the Alternate Payee's designated beneficiary. If the Alternate Payee does not have a valid beneficiary designation on file with the Plan at the time of his or her death, the remaining portion of the Alternate Payee's assigned benefits will be paid to the Alternate Payee's estate.

14. **Savings Clause:** This Order is not intended and will not be construed in such a manner as to require the Plan:

- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) to require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) to require the payment of any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO.

15. **Certification of Necessary Information:** All payments made pursuant to this Order will be conditioned on the certification by the Alternate Payee and the Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained in this Order.

16. **Continued Qualified Status of Order:** It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Code, as it may be amended from time to time, and that the Plan Administrator reserves the right to reconfirm the qualified status of the Order at the time benefits become payable.

17. **Tax Treatment of Distributions Made Under This Order:** For purposes of Sections 402(a)(1) and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

18. **Constructive Receipt:** In the event the Plan inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments, and will promptly pay such amounts so

received directly to the Alternate Payee within ten (10) days of receipt. In the event the Plan inadvertently pays to the Alternate Payee any benefits that are payable to the Participant, the Alternate Payee will immediately reimburse the Participant to the extent the Alternate Payee has received such benefit payments, and will promptly pay such amounts so received directly to the Participant within ten (10) days of receipt.

19. **Continued Jurisdiction:** The Court will retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties. The Court will also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth in this Order, including the recharacterization of this Order as a division of benefits under another plan, as applicable, or to make an award of alimony, if applicable, in the event the Participant fails to comply with the provisions contained above requiring payments to the Alternate Payee.

20. **Effect of Plan Termination:** In the event the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant's benefits become guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), the Alternate Payee's benefits under this Order will also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

21. **Actions by Participant:** The Participant will not take any actions, affirmative or otherwise, that circumvent the terms and provisions of this Order or that diminish or extinguish the rights and entitlements of the Alternate Payee as set forth in this Order. If the Participant takes any action or inaction to the detriment of the Alternate Payee, the Participant or his or her estate will be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of his or her actions or inactions and to the extent of the Alternate Payee's full entitlements under this Order.

22. **Indemnification:** The Alternate Payee and the Participant stipulate and agree to hold the Plan Administrator, Plan sponsors, Plan fiduciaries, and Plan Trustees harmless

from any liabilities which arise from complying with the provisions of this Order, including any reasonable attorneys' fees incurred with any claims asserted because the Plan complies with the requirements of this Order. The Plan is not obligated to pay any attorneys' fees incurred by the Alternate Payee or the Participant in connection with obtaining or enforcing this Order.

Dated: _____

Judge of District Court