

**ELECTRICAL WORKERS' LOCAL NO. 292 PENSION PLAN**

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

**POST-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

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Court File No. \_\_\_\_\_

In Re the Marriage of:

Petitioner,

and

QUALIFIED DOMESTIC  
RELATIONS ORDER  
(Post-Retirement)

Respondent.

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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 name or 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 name or 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 for Dissolution of Marriage (or, if other Order, please correctly identify) between Participant and Alternate Payee.

7. **Amount of Alternate Payee's Benefit:** As of the date of this Order, the Participant is receiving a monthly benefit from the Plan in the amount of \$\_\_\_\_\_ under a form of \_\_\_\_\_ (e.g., Qualified Joint and Survivor Annuity). This Order assigns to the Alternate Payee \_\_\_\_\_ (specific dollar amount) as a monthly benefit. 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.

8. **Commencement Date and Form of Payment to Alternate Payee:** The payment form elected by the Participant and consented to by the Alternate Payee will remain in effect. Nothing in this Order will affect such election.

The Alternate Payee will begin to share the Participant's monthly benefit payment effective \_\_\_\_\_.<sup>1</sup> Payments to the Alternate Payee will commence in accordance with the Plan Administrator's procedures.

**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.

9. **Death of Participant:** Upon the Participant's death, if the benefit form is the Qualified Joint and Survivor Annuity, Qualified Optional Survivor Annuity, or Term Certain Annuity the remaining portion, if any, of his or her benefit will revert to the Alternate Payee for the

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<sup>1</sup> The date must be after the date the Plan Administrator is provided with the Order.

remainder of the Alternate Payee's life. If the benefit form is a Single Life Annuity, upon the Participant's death, all benefit payments to the Alternate Payee will cease.

10. **Death of Alternate Payee:** If the Alternate Payee dies before the Participant, then the portion of the benefit assigned to the Alternate Payee as set forth in paragraph 7 will revert to the Participant in accordance with the terms of the Plan document until the Participant's death.

11. **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.

12. **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.

13. **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 will reserve the right to reconfirm the qualified status of the Order at the time benefits become payable.

14. **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.

15. **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 that 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.

16. **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 re-characterization 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.

17. **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.

18. **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.

19. **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