

MODEL SHARED PAYMENT POST-RETIREMENT QDRO

(This model QDRO is for use when the Plan is to pay the alternate payee a portion of the participant's monthly benefit payments. This model should only be used if the participant is already receiving benefit payments.)

COURT IDENTIFICATION

-----X
IN RE MARRIAGE/SUPPORT OF :
:

PETITIONER, :
V. : CASE NO.
:

RESPONDENT. :
-----X

QUALIFIED DOMESTIC RELATIONS ORDER FOR UNITED STEELWORKERS LOCAL 286 SEVERANCE/401(k) FUND

This Order is intended to be a qualified domestic relations order ("QDRO"), as that term is defined in section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §1056(d), and section 414(p) of the Internal Revenue Code of 1986 ("Code"), 26 U.S.C. §414(p). This QDRO is granted in accordance with **[applicable state domestic relations law citations]**, which relate to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions.

SECTION 1. IDENTIFICATION OF PLAN

This Order applies to benefits under the United Steelworkers Local 286 Severance/401(k) Fund ("Plan"). The Board of Trustees is the plan administrator of the Plan for purposes of ERISA. This Order shall be served upon the Plan at 410 N. 8th Street, Philadelphia, PA 19123, for a determination of its status as a qualified domestic relations order under 29 U.S.C. § 1056(d)(3).

SECTION 2. IDENTIFICATION OF PARTICIPANT AND ALTERNATE PAYEES

a. **[Name of the Participant]** is referred to as the "Participant." The Participant's address is **[specify address]**. The Participant's Social Security Number is **[specify Social Security Number]**. The Participant's date of birth is **[specify date of birth]**. The Participant is receiving benefits from this Plan.

b. **[Name of the Alternate Payee]** is referred to as the “Alternate Payee.” The Alternate Payee’s address is **[specify address]**. The Alternate Payee’s Social Security Number is **[specify Social Security Number]**. The Alternate Payee’s date of birth is **[specify date of birth]**. The Alternate Payee is the **[spouse/former spouse/child/other dependent]** of the Participant and **[is/ is not]** currently designated as the **[spouse/ beneficiary]** of Participant for payment of any surviving spouse or death benefits under the Plan.

c. **[Optional][Name of the Contingent Alternate Payee]** is referred to as the “Contingent Alternate Payee.” The Contingent Alternate Payee’s address is **[specify address]**. The Contingent Alternate Payee’s Social Security Number is **[specify Social Security Number]**. The Contingent Alternate Payee’s date of birth is **[specify date of birth]**. The Contingent Alternate Payee is the **[spouse/former spouse/child/other dependent]** of the Participant.

SECTION 3. AMOUNT OF BENEFIT TO BE PAID TO ALTERNATE PAYEE

Starting at the time specified in section 5, the Plan shall pay to the Alternate Payee **[\$x/x%]** of each of the Participant’s monthly benefit payments. When **[insert future event]** occurs and the Plan is notified, the Plan shall **[increase/decrease]** the amount paid to the Alternate Payee from each of the Participant’s monthly benefit payments to **[\$x/x%]**.

SECTION 4. ACTUARIAL ADJUSTMENTS

The Plan may adjust the amounts payable to Participant, Alternate Payee and any Contingent Alternate Payee to assure that the total benefits paid to Participant, Alternate Payee and any Contingent Alternate Payee under this Order do not have an actuarial value in excess of the actuarial value of the benefits the Participant and a spouse or beneficiaries otherwise would receive under the Plan and ERISA. All adjustments shall be calculated using the actuarial assumptions of the Plan except as otherwise provided by applicable law, including the Code. If the Plan adjusts the Participant’s benefit after it approves this Order, any reduction shall be applied by decreasing **[pro rata the Participant’s and the Alternate Payee’s benefits/the value of the Participant’s remaining accrued benefit first/the value of the Alternate Payee’s interest first/specify another way]**. Any increase shall be applied by increasing **[pro rata the Participant’s and the Alternate Payee’s benefits/the value of the Participant’s remaining accrued benefit first/the value of the Alternate Payee’s separate interest first/specify another way]**.

SECTION 5. START OF PAYMENTS TO ALTERNATE PAYEE

The Plan shall start payments to the Alternate Payee **[on such future date as the Alternate Payee elects/ on a future specified date/ on submission of the Order]**. The Plan may require that Alternate Payee provide the Plan with information require to assure proper payment and tax reporting before making payment to Alternate Payee.

SECTION 6. FORM OF BENEFIT

The Plan shall continue to pay benefits in the form chosen by Participant, with, where required, the consent of any spouse at the time, at retirement. The payments to Alternate Payee under this Order shall be made at the same time as payment by the Plan to the Participant and by adjustment to such payments.

SECTION 7. END OF PAYMENTS TO ALTERNATE PAYEE

Except for any survivor benefits described in section 10 and subject to the limitations in Section 11, the Plan shall make payments to the Alternate Payee until the **[Participant's death/earlier of the Participant's death or the occurrence of a specific date or event or Alternate Payee's death]**. Payments will stop at the death of Participant unless Alternate Payee is a spouse or former spouse and Participant has elected payment in the form of a joint and survivor annuity or Participant has elected payment over a period certain allowed by the Plan.

SECTION 8. DEATH OF PARTICIPANT

Except for any survivor benefits described in section 10, the Plan shall stop payments to Alternate Payee on the death of Participant.

SECTION 9. DEATH OF ALTERNATE PAYEE

a. If the Alternate Payee dies before the Participant and section 2 of this Order does not provide for a Contingent Alternate Payee on the Alternate Payee's death, the Plan shall return the Participant's monthly benefit payments to the level that the Participant would be receiving had there been no QDRO.

b. If section 2 of this Order provides for a Contingent Alternate Payee, benefits may be paid to the Contingent Alternate Payee so long as the Contingent Alternate Payee then remains an eligible alternate payee under 29 U.S.C. § 1056(d)(3)(K). The Contingent Alternate Payee shall be paid an amount which is **[same % as Section ¾]** of the Participant's accrued benefit. The Contingent Alternate Payee's separate interest shall be paid **[specify start and stop]** subject to any limitations on the time, form or amount of payment to a spouse or beneficiary under the Plan or 26 U.S.C § 401(a)(9) or similar law at the time.

SECTION 10. SPOUSAL RIGHTS OF FORMER SPOUSE AS ALTERNATE PAYEE

a. If payment to Participant is in the form of a joint and surviving spouse annuity, the Plan **[shall/shall not]** continue to treat the Alternate Payee as the Participant's spouse for purposes of the Participant's joint and survivor annuity resulting from the Participant's accrued benefit. The Alternate Payee's right to the spousal survivor annuity shall apply to **[same % as Section ¾]** of the survivor annuity resulting from the Participant's accrued benefit.

b. If Participant dies and benefits remain payable for a period certain or a death benefit is payable, the Plan **[shall/shall not]** treat the Alternate Payee as the Participant's beneficiary for purposes of such benefits on the death of Participant. The Alternate Payee's right to such benefits shall apply to **[all/ flat \$ amount / x%]** of the death benefit resulting from the accrued benefit which remains with the Participant.

[use only the paragraph which is applicable, if any].

SECTION 11. COMPLIANCE WITH APPLICABLE LAWS

The parties to this Order intend that it comply with applicable provisions of ERISA and the Code. Nothing in this Order shall require the Plan:

- a. To pay any benefits not permitted under the Code or ERISA;
- b. To provide any type or form of benefit or any option not provided by the Plan;
- c. To pay total benefits with a value in excess of the value of the benefits the Participant otherwise would receive under the Plan and ERISA; or
- d. To pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another QDRO that is in effect prior to this Order.

SECTION 12. RESERVATION OF JURISDICTION

The Court reserves jurisdiction to amend this Order to establish or maintain its status as a QDRO under ERISA and the Code.

IT IS SO ORDERED:

Date: _____

[TYPED OR PRINTED NAME OF JUDGE]

AGREED AND APPROVED AS TO FORM [AND SUBSTANCE]

[TYPED OR PRINTED NAME]
Counsel for Participant

[TYPED OR PRINTED NAME]
Counsel for Alternate Payee