

**MODEL SEPARATE INTEREST PRE-RETIREMENT QDRO
PAYMENTS TO SPOUSE CAN BEGIN BEFORE PARTICIPANT RETIRES**

(This model QDRO is for use when the parties want to divide the value of the participant’s accrued benefit in a defined benefit pension plan between the participant and the alternate payee. This model should only be used if payment of the participant’s benefits has not started and the parties agree that the former spouse need not wait until the Participant retires to receive payment.)

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 not receiving benefits with respect to 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.

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 an amount actuarially equivalent to the value of **[%/dollar amount/formula with all data not in Plan records contained in order]** of the Participant's accrued benefit under the actuarial assumptions used by the Plan. The Participant's accrued benefit shall be determined as of **[date of divorce/date of retirement/some other date]**.

SECTION 4. ACTUARIAL ADJUSTMENTS

The Plan may adjust the amounts payable to Participant or 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 **[the Participant's and the Alternate Payee's benefits pro rata /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 **[the Participant's and the Alternate Payee's benefits pro rata /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 at or after the earliest retirement date of Participant under 29 U.S.C. § 1056(d)(3)(E)(ii)/ a future specified date at or after the earliest retirement date of Participant under 29 U.S.C. § 1056(d)(3)(E)(ii)]** under Plan payment procedures including submission of a properly completed application.

SECTION 6. END OF PAYMENTS TO ALTERNATE PAYEE

The Plan shall stop payments to the Alternate Payee at the **[death of Participant/death of Alternate Payee/specific date, dollar amount or number of payments (stopping before the later of the death of a participant, or as to a former spouse, the death of Alternate Payee.)]**

SECTION 7. FORM OF PAYMENT

a. With respect to any payments after Participant retires, benefits shall be paid in any form chosen by Participant which is not inconsistent with the term and amount of payments to Alternate Payee required under this Order.

b. If Alternate Payee may and does elect payment before Participant retires, the benefits payable to Alternate Payee shall be calculated as if the Participant then retired with a **[single life annuity / joint & 50% survivor annuity for Participant and Alternate Payee / Social Security (level income) option]** under the Plan based only on benefits actually accrued and without taking into account any early retirement subsidy or supplement.

c. If the Participant subsequently retires, the benefit **[shall/shall not]** be recalculated [so that the Alternate Payee also receives the amount paid before the Participant retired and **[same proportion as in Section 3 /other %/other \$ amount/other self-contained formula]** , of the early retirement subsidy or supplement].

d. If a different form of payment is necessary to allow payment to Alternate Payee at the time and in the amounts specified elsewhere in this Order, the Plan shall treat this Order as an election of that form and adjust payments to Participant, Alternate Payee and any Contingent Alternate Payee accordingly.

SECTION 8. DEATH OF PARTICIPANT

Notwithstanding anything else in this order, payments under this Order will stop at the death of Participant except as to death benefits under the Plan, payment to an Alternate Payee who is a spouse entitled to receive payment for the balance of her life or payment to an Alternate Payee or Contingent Alternate Payee over a period certain allowed by the Plan under this Order. If Alternate Payee is a surviving spouse who is to be paid for her life after the death of Participant under a joint and survivor form of payment, Alternate Payee shall continue to be treated as the Spouse of Participant with respect to amounts payable to her before the death of the Participant under this Order.

SECTION 9. DEATH OF ALTERNATE PAYEE

a. If Alternate Payee dies before commencing benefits and section 2 of this Order does not provide for an eligible Contingent Alternate Payee on the Alternate Payee's death, the Alternate Payee's interest shall revert to the Participant. **[Note: A provision to pay Alternate Payee's share to her estate or beneficiary, other than another qualified alternate payee under ERISA, will disqualify the order. See, Boggs v. Boggs, 520 U.S. 833, 117 S.Ct. 1754 (1997)].**

b. If section 2 of this Order provides for a Contingent Alternate payee and Alternate Payee dies before benefits start, 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 actuarially equivalent to the value of **[same proportion as in Section 3/other %/other \$ amount/other self-contained formula]** of the Participant's accrued benefit. The Contingent Alternate Payee's separate interest shall be paid beginning **[specify start and ending date]** 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 IN PARTICIPANT SHARE

If Participant dies before commencing benefits [and has no surviving spouse or designated beneficiary at the time], the Alternate Payee shall have the rights set forth below with respect to amounts or rights otherwise retained by Participant:

a. The Plan **[shall/shall not]** treat the Alternate Payee as the Participant's spouse for purposes of the Participant's survivor annuity resulting from the accrued benefit which remains with the Participant. The Alternate Payee's right to the spousal survivor annuity shall apply to **[all/other percentage/dollar amount/other self-contained formula]** of the survivor annuity resulting from the accrued benefit which remains with the Participant. If Alternate Payee is to receive any survivor annuity from the interest retained by Participant, the benefit payable to Participant will be calculated as a joint and survivor annuity and may be reduced accordingly.

b. If Participant dies before commencing benefits and has no surviving spouse or designated beneficiary at the time, the Plan **[shall/shall not]** treat the Alternate Payee as the participant's spouse for purposes of the Participant's preretirement survivor annuity resulting from the accrued benefit in which the Participant retains a separate interest. The Alternate Payee's right to the spousal preretirement survivor annuity shall apply to **[all/other/percentage/dollar amount/other self-contained formula]** of the pre-retirement survivor annuity resulting from the accrued benefit which remains with the Participant.

c. The Plan **[shall/shall not]** treat the Alternate Payee as the Participant's beneficiary for purposes of any death benefit payable on the death of Participant. The Alternate Payee's right to the death benefit shall apply to **[all/other percentage/dollar amount/other**

formula] of the death benefit resulting from the accrued benefit which remains with the Participant. **[Specify any restrictions on designation of a new beneficiary by Participant with respect to a Contingent Alternate Payee or other former spouse / child / other dependent]** **[NOTE: An injunction or restriction relating to anyone other than a Contingent Alternate Payee or other former spouse / minor child / other dependent will only be treated as a personal injunction to the Participant and will not be enforced by the Plan]**

SECTION 11. TAXES

Any payment under this Order to an Alternate Payee who is a spouse or former spouse of Participant shall be reported and taxed as income to the Alternate Payee rather than the Participant. Any payment required under this Order to or for the benefit of an Alternate Payee or Contingent Alternate Payee who is a child or dependent of Participant shall be reported and taxed as income to the Participant and not to the Alternate Payee or Contingent Alternate Payee except as to any death benefits which may be treated as income to the recipient under applicable law, including the Code.

SECTION 12. 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, Alternate Payee and any Contingent Alternate Payee otherwise would receive under the Plan and ERISA in the absence of a divorce; 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 13. 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