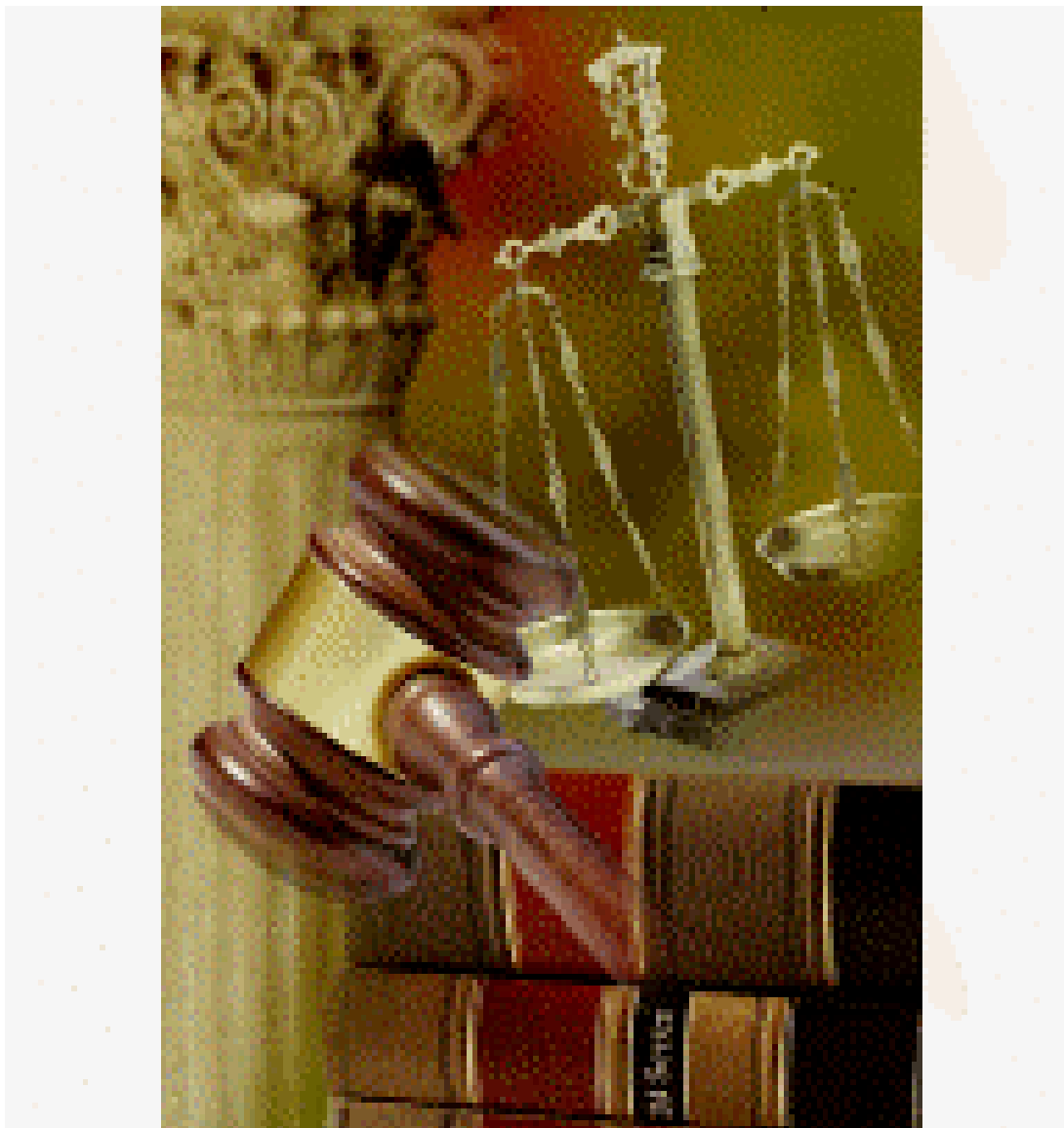


# **QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDERS**



QILDRO Information for MWRD Retirement Fund Members in Divorce Proceedings

# TABLE OF CONTENTS

<b>Foreword</b> .....	<b>2</b>
<b>Disclaimer</b> .....	<b>2</b>
<b>Timeline of Events</b> .....	<b>3</b>
<b>MWRD Retirement Fund Benefits and Divorce</b> .....	<b>4</b>
What is a QILDRO? .....	4
Division of Benefits .....	4
How have QILDROs changed? .....	5
What is a Calculation Order? .....	5
What benefits may be paid to a former spouse? .....	6
What is a termination refund? .....	6
What is a partial refund? .....	6
What benefits are not payable through a QILDRO? .....	6
What is the consent requirement? .....	6
What about death benefits? .....	6
What about disability benefits? .....	7
What about health insurance benefits? .....	7
What about past or out-of-state divorces? .....	7
MWRDRF does not honor QDROs .....	7
<b>Benefit Information Provided by MWRDRF</b> .....	<b>8</b>
<b>Completing the QILDRO</b> .....	<b>10</b>
<b>Completing the Calculation Order</b> .....	<b>11</b>
<b>Filing Procedure</b> .....	<b>12</b>
Where to send .....	12
Processing Fees .....	12
Certified Copy Required .....	12
Notice from MWRDRF .....	12
<b>Implementing the QILDRO</b> .....	<b>13</b>
What if MWRDRF has not received a Calculation Order? .....	13
What if the alternate payee is missing? .....	13
<b>Effective Date of QILDRO</b> .....	<b>14</b>
<b>Expiration of QILDRO</b> .....	<b>14</b>
<b>Amended Orders</b> .....	<b>14</b>
<b>Required Form Samples</b> .....	<b>14</b>
<b>Income Tax Reporting</b> .....	<b>14</b>
<b>Information about the MWRDRF</b> .....	<b>14</b>
<b>Glossary</b> .....	<b>15</b>

Forms and their Instructions follow the Glossary:

- QILDRO (Qualified Illinois Domestic Relations Order)
- Consent to Issuance of QILDRO
- QILDRO Calculation Order

## Foreword

The following information is designed to assist members when their retirement benefits are being considered for possible division in divorce/legal separation proceedings. The Metropolitan Water Reclamation District Retirement Fund (“MWRDRF” or “Fund”) office handles inquiries and benefit information requests for these purposes. A QILDRO (Qualified Illinois Domestic Relations Order) is an Illinois court order that transfers part or all of a member's retirement benefits to an alternate payee.

Much of the information provided is based on the express statutory language and requirements imposed upon Illinois public retirement systems by the QILDRO statute. This legislation, with an effective date of July 1, 1999, amended the Illinois Pension Code by adding new section 1-119 [40 ILCS 5/1-119], and by modifying portions of the Illinois Marriage and Dissolution of Marriage Act [750 ILCS 5/503]. New modifications and clarifications were added to the Illinois Pension Code 1-119 (40 ILCS 5/1-119) effective July 1, 2006. The forms and instructions enclosed in this booklet pertain to benefits that will be effective (ordered by the judge and received by [this Fund](#)) after July 1, 2006. These forms will be invalid if provided to [this Fund](#) prior to July 1, 2006.

This subject matter may be of considerable financial significance. It is strongly recommended that the member obtain competent legal and/or other expert assistance. This information is provided with the understanding that [the Fund](#) is not rendering legal, financial, or other professional advice. [MWRDRF](#) does not assume responsibility for the specific consequences resulting from application of the information in this packet to a particular member or alternate payee. Inquiries concerning a QILDRO may be directed to [the MWRDRF office at \(312\) 751-3222](#).

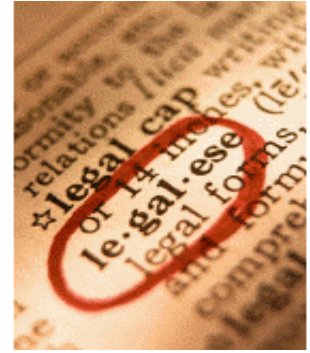
## Disclaimer

[The Fund](#) has provided the enclosed materials based on the best information

available at the time of last publication. Similarly [the Fund](#) will provide benefit information which is accurate at the time of the request.

[The Fund](#) has no responsibility to recalculate information previously provided, nor to inform an alternate payee regarding any statutory changes that may effect the calculation of a member's benefit, unless [the Fund](#) is subsequently served with a subpoena for new QILDRO benefit information. Receipt of a modified QILDRO could adversely affect an alternate payee's payment priority.

The law provides that [the Fund](#), as a result of the existence of a QILDRO, will never be required to disburse to the member and his/her alternate payee(s) accumulated amounts greater than the amount that would have been otherwise disbursed to the member. It is the responsibility of the alternate payee and his counsel to be aware of, and in compliance with, the Illinois statutes governing QILDRO as they may be amended or reinterpreted over the life of the QILDRO.



## Timeline of Events

The following timeline of events should be observed when **MWRDRF** benefits are being considered in divorce or legal separation proceedings.

As you are considering divorce	Phone <a href="tel:3127513222">the MWRDRF office at (312) 751-3222</a> to request QILDRO packet.
At least 45 days before needed	Request a statement of benefit information for divorce by calling the MWRDRF office at (312) 751-3222. Sent to MWRD members upon request. Current and former spouses and third parties, including attorneys, must provide the member's written authorization or subpoena.
Court date	Illinois court may, in its discretion, enter a QILDRO. Obtain a certified copy of QILDRO* from clerk of court.
After court issues QILDRO	Send to MWRDRF office: certified copy of QILDRO* with a \$50 processing fee and an original or certified copy of Consent to Issuance of QILDRO* signed by the member**.
Within 45 days after MWRDRF receives QILDRO	MWRDRF sends notice to involved parties*** regarding validity of QILDRO. If QILDRO uses percentages, MWRDRF will provide specific benefit information. See "Benefit Information Provided by MWRDRF", page 8 of this publication.
Within 45 days after <a href="#">member retires</a>	<a href="#">MWRDRF</a> will provide specific benefit information. See "Benefit Information Provided by MWRDRF", page 8 of this publication.
When member retires	<a href="#">If QILDRO uses percentages, obtain Calculation Order from Illinois Court and send to MWRDRF office: certified copy of Calculation Order* and \$50 processing fee. Remember, MWRDRF cannot pay alternate payee based on percentage QILDRO until Calculation Order is received.</a>
Within 45 days after MWRDRF receives Calculation Order	<a href="#">MWRDRF sends notice to involved parties*** regarding validity of Calculation Order.</a>
If member is retired when MWRDRF receives QILDRO	<a href="#">If QILDRO uses percentages, MWRDRF still needs a Calculation Order to implement QILDRO. Within 45 days of receipt, MWRDRF sends notice regarding validity of QILDRO and specific benefit information. See "Benefit Information Provided by MWRDRF", page 8 of this publication.</a>
When MWRDRF receives notice of member's death	<a href="#">If QILDRO allocates part of lump-sum death benefit to alternate payee, MWRDRF will provide death benefit information. See "Benefit Information Provided by MWRDRF", page 8 of this publication. Remember, MWRDRF cannot pay alternate payee based on percentage QILDRO until Calculation Order is received.</a>

\* Clerk of court's seal or stamp certifies true and correct copy of original order. Plain or file-stamped copies are unacceptable.

\*\* Consent form only required for pre-July 1, 1999 members.

\*\*\* Notice will be sent to member, alternate payee, and the attorney who sent the court order to MWRDRF.

## MWRD Retirement Fund Benefits and Divorce

### What is a QILDRO?

“QILDRO” is an acronym for Qualified Illinois Domestic Relations Order (pronounced kwil-dro). A QILDRO is a court order issued by an Illinois court that directs an Illinois public retirement system such as the Metropolitan Water Reclamation District Retirement Fund to pay an alternate payee a portion of a member’s retirement benefit, or certain refunds or lump sum death benefit if applicable. An alternate payee is typically an ex-spouse, but may be a current spouse, child, or other dependent.

The QILDRO law applies to Illinois public pension systems governed by the Illinois Pension Code, 40 ILCS 5. Illinois public pension funds may only pay benefits to a former spouse according to a QILDRO. Illinois retirement systems cannot pay a former spouse based on a member’s judgment for dissolution of marriage or marital settlement agreement. QILDROs are different from, and should not be confused with Qualified Domestic Relations Orders, or QDROs. State law does not allow public retirement systems to honor QDROs.

### Division of Benefits

MWRDRF benefits may be a marital asset. Your personal attorney should advise you whether a former spouse is entitled to any of your MWRDRF benefits. The MWRDRF cannot provide legal advice.

MWRDRF may only pay benefits to a former spouse according to a QILDRO. The MWRDRF cannot pay a former spouse based on a QDRO, judgment for dissolution of marriage, or marital settlement agreement. Even if MWRDRF has a valid QILDRO on file, payment cannot be accelerated to pay a former spouse before the MWRDRF member is paid. An alternate payee will only receive payment if and when the MWRDRF member receives payment. An alternate payee will never receive more or different benefits than the MWRDRF member is eligible to receive.

The new QILDRO (effective July 1, 2006) is intended to give added flexibility by allowing the divorcing couple and their attorneys to select from a variety of methods to allocate the amount payable

to the alternate payee. The MWRDRF member and former spouse, with advice from their attorneys and financial advisors, have some questions to consider:



- To which benefits will the QILDRO apply? The possibilities are retirement benefit, partial refund, a refund of contributions, or lump sum death benefit if applicable. The QILDRO may apply to some or all of the above, depending on what is decided in the divorce.
- What method will be used to determine the alternate payee’s share? Will the QILDRO specify dollar amounts? Will the QILDRO use a percentage of the marital portion? Or will the QILDRO use a percentage as of the retirement date?
- If using the marital portion benefit calculation formula, how will it be defined?
- If the QILDRO uses percentages, who will be responsible for obtaining the Calculation Order and sending it to MWRDRF?
- Will monthly retirement payments continue until one of you dies, or will the QILDRO terminate after a specific number of payments to the alternate payee?

You and your attorney should carefully review the QILDRO law and the required forms. The new law is detailed to help you consider the necessary issues. MWRDRF will provide benefit information to help you determine how the alternate payee’s share is to be allocated. The MWRDRF will also provide general information about MWRDRF benefits, procedures, and technical form requirements as explained in this publication. However, it is up to the divorcing couple and their attorneys to decide how to complete the QILDRO and the Calculation Order, if required. Every situation is unique. The MWRDRF cannot help you make these decisions, or perform any calculations for you.

## **How have QILDROs changed?**

The original QILDRO law took effect July 1, 1999. The 2005 legislation is a significant revision of the QILDRO law. The new QILDRO law, effective July 1, 2006, enacted the following major changes to the prior QILDRO law:

The amount payable to the alternate payee may be expressed as a percentage or a specific dollar amount. Percentages were not allowed under the old law. Under the old law, the only way to express the alternate payee's share was a specific dollar amount.

The new law introduces a new court order, the QILDRO Calculation Court Order. This court order, separate from the QILDRO, provides the numerical information that the retirement system must have to implement a QILDRO that uses percentages to allocate the alternate payee's share. The Calculation Order is not required if dollar amounts are used in the QILDRO rather than percentages.

The alternate payee may receive a share of any lump-sum death benefit that would be payable upon the member's death. The old QILDRO law did not reach death benefits. Monthly survivor benefits are still not reachable through a QILDRO.

In addition to these key features, the new QILDRO law specifies what benefit information must be provided by retirement systems and what events will cause the retirement system to provide benefit information for divorce purposes. The new QILDRO allows payments to continue until the death of the member or alternate payee, whichever occurs first. Alternatively, the QILDRO may terminate after a specified number of payments to the alternate payee.

The new QILDRO law does not change the law that determines appropriate division of marital assets. A member should consult a personal attorney about what assets are included in the couple's marital property and about the proper division of those assets. MWRDRF cannot give legal advice about the proper division of retirement benefits in a given case.

## **What is a Calculation Order?**

The QILDRO Calculation Court Order (Calculation Order) is a court order issued by an

Illinois court that provides numerical information determined in the divorce proceedings to instruct the retirement system how much to pay the alternate payee. The Calculation Order is a separate court order in addition to the QILDRO.

A Calculation Order is only necessary if the QILDRO indicates that the alternate payee will receive a percentage of the benefit. No Calculation Order is required if the QILDRO expresses the amounts payable to the alternate payee as specific dollar amounts.

If you do not elect the dollar amount method of allocating benefits to the former spouse in the QILDRO, then you must send a Calculation Order to MWRDRF before the Fund can pay the alternate payee. Generally, the QILDRO would be issued at the time of divorce, and the parties would return to court to obtain the Calculation Order at the time of the member's retirement, when the amount of the retirement benefit becomes known.

You must use a specific Calculation Order form. The form should be obtained from MWRDRF as explained in the "Required Forms" section of this publication. It is very important to include all of the language in the form, even for the sections that you do not complete. If you leave out sections of the form, MWRDRF will reject your Calculation Order because there is no way to tell whether you intended to leave those sections out, or if you inadvertently omitted them. Remember, no wording changes or alterations to the form are permitted.

MWRDRF must implement valid court orders that it receives, but cannot tell you whether the court orders are consistent with the terms of your divorce. MWRDRF will provide benefit information, but we cannot do the calculations for you. MWRDRF cannot determine whether the numbers in the Calculation Order are accurate or whether the calculations are in accordance with the underlying QILDRO, agreement, or judgment. The sections that you complete in the Calculation Order must correspond with the sections completed in the QILDRO. However, MWRDRF cannot reject a Calculation Order because the calculations are not accurate or are not what was decided in your divorce.

## **What benefits may be paid to a former spouse?**

An alternate payee may only receive certain benefits that the MWRDRF member is entitled to receive. These are:

- Retirement benefits
- A termination refund the member may be eligible to receive
- Partial refunds that the member may be eligible to receive
- A lump-sum death benefit payable upon the member's death

The QILDRO may allocate portions of only one, several, or all of these benefits and refunds to the alternate payee.

## **What is a termination refund?**

The QILDRO allows the alternate payee to receive a portion of a refund of retirement contributions that the member may receive upon withdrawal from MWRD employment. Upon accepting a termination refund, the member forfeits all rights to MWRD benefits, unless benefits are reinstated through repayment of the refund plus interest after returning to MWRDRF service for at least one year.

## **What is a partial refund?**

The QILDRO allows the alternate payee to receive a portion of a partial refund that the member may receive. For MWRDRF members, partial refunds payable at the time of retirement may be any of the following:

- Refund of surviving spouse benefit contributions payable to a member, if the member does not have a spouse at the time of retirement.
- Refund of contributions for excess optional plan credit.

The amount an alternate payee may possibly receive from all partial refunds will never exceed what is provided in the QILDRO.

## **What benefits are not payable through a QILDRO?**

Monthly survivor benefits, disability benefits, and health insurance cannot be reached through a QILDRO. A QILDRO does not provide any insurance coverage or make a former spouse eligible to participate in a MWRDRF member's insurance.

## **What is the consent requirement?**

If MWRDRF membership started before July 1, 1999, the effective date of the original QILDRO law, a QILDRO will only be valid if the MWRDRF member consents in writing. The member's signed consent form must accompany the QILDRO. You must use a specific consent form. The form should be obtained from MWRDRF as explained in the "Required Forms" section of this publication. No alterations to the form are permitted.

The consent form must be signed by the member. The law does not provide that the court or anyone else may sign the consent form if the member is absent or refuses to sign the consent. The court does not have authority to order the member to sign the consent form.

There is no consent requirement if MWRDRF membership started on or after July 1, 1999.

## **What about death benefits?**

The MWRDRF does not have a death benefit, except a refund of member contributions which haven't already been otherwise paid in benefits at the time of death.

The new QILDRO law allows an alternate payee to receive a share of any lump-sum death benefit payable upon a MWRDRF member's death. However, monthly survivor benefits are never reachable through a QILDRO.

Do not make erroneous assumptions about MWRDRF death benefits. Here are some things to keep in mind when considering survivor benefits in the context of divorce:

- The member's former spouse will not receive any death benefit from MWRDRF unless designated by the member as a beneficiary or the QILDRO allocates a share of the lump-sum death benefit to the alternate payee.
- Unless the divorce was subsequent to retirement and the employee and former spouse had been married in excess of 10 years at retirement, a former spouse is not eligible to receive monthly survivor benefits, even if designated as a beneficiary or named as an alternate payee in the QILDRO. Only a lump-sum death benefit may be paid to a former spouse in this instance.
- A MWRDRF member has a statutory right to name any person or entity as a beneficiary and to change the beneficiary designation at any time, even if a divorce requires the ex-

spouse to be designated as beneficiary. MWRDRF cannot compel the member to name or prevent the member from naming a specific person as a beneficiary. The divorce may impose independent obligations. Please consult your personal attorney about those obligations.

- With the exception of payment pursuant to a QILDRO, an after-death lump-sum refund of contributions and interest would first be payable to the children of the member regardless of whom the member named as beneficiary.

### **What about disability benefits?**

No MWRDRF disability benefit or disability retirement annuity is payable to a former spouse. The member must meet certain eligibility requirements to receive a disability benefit or annuity.

### **What about health insurance benefits?**

A QILDRO does not provide any insurance coverage or make a former spouse eligible to participate in a MWRDRF sponsored health insurance plan.

### **What about past or out-of-state divorces?**

If you are already divorced and your ex-spouse is entitled to share in your retirement benefits, it

may be possible to request an Illinois court to enter a QILDRO. Please seek advice from your personal attorney if you wish to obtain a QILDRO based on a past divorce.

If your divorce occurred in another state, it may be possible to request an Illinois court to enter a QILDRO. Courts in other states do not have statutory authority or jurisdiction to issue QILDROs. However, an Illinois court may be requested to enter a QILDRO based on your out-of-state divorce. Please seek advice from your personal attorney if you were divorced in a state other than Illinois and you wish to obtain a QILDRO.

### **MWRDRF does not honor QDROs**

Some attorneys unfamiliar with public pensions assume that MWRDRF is subject to Qualified Domestic Relations Orders, or QDROs. In fact, MWRDRF does not honor QDROs. Illinois courts have ruled that public pension funds are not subject to QDROs. The Employee Retirement Income Security Act of 1974, commonly known as ERISA, does not apply to MWRDRF. Article 13 of the Illinois Pension Code, 40 ILCS 5/13, governs MWRDRF benefits. A QILDRO is the only way that the Fund may pay a former spouse any of your MWRDRF benefits.



## Benefit Information Provided by MWRDRF

MWRDRF will provide benefit information in response to a subpoena or the member's request, in response to receipt of a QILDRO that uses percentages, when the member retires, and upon notice of the member's death if the QILDRO allocates a lump-sum death benefit to the alternate payee. All information will be provided within 45 days of the triggering event. Applicable interest will be included in the estimates provided. If requested, MWRDRF will also provide general information about benefits, the relevant QILDRO procedures, rules, and the required forms.

It is our policy to provide information for divorce purposes showing total, actual career information on our database at the time of the request, assuming the earliest age at which the member could receive a non-discounted annuity, i.e., age 60 or 30 years of service. In preparing a benefit statement for divorce, MWRDRF does not speculate as to potential future events such as early retirement, reciprocal retirement, additional service credit, future salary increases, purchase of optional, or refunded service, or statutory changes. Hypothetical estimates for retired members assuming facts that are different from the annuitant's actual retirement record are not provided. MWRDRF does not provide actuarial opinions as to present market value of a member's benefits or other interests.

In response to subpoena or member's request To help the parties value the benefit for divorce purposes, MWRDRF provides a customized benefit information for divorce statement. The statement reflects the member's actual MWRDRF service credit and contribution history, based on data on file with the Fund at the time the statement is requested. The statement includes a monthly annuity estimate well as other information pertinent to valuing the benefit.

The statement will be provided to members in response to their request. Due to our confidentiality rule, the statement may only be provided to spouses (current and former) and third parties (including attorneys) in response to a subpoena or with the member's written authorization. Contact the MWRDRF at (312) 751-3222 to request benefit information for divorce.

Please plan ahead and request the information at least four to six weeks before it is needed. We are

unable to accommodate "rush" requests for imminent court dates.

If requested, the Fund will also provide the benefits brochure, which contains general information about MWRDRF benefits, and this QILDRO publication, which explains the relevant QILDRO procedures, rules, and the required forms. The Fund's administrative QILDRO rules are also available upon request.



In response to a percentage QILDRO When MWRDRF receives a QILDRO that uses a percentage method of allocating retirement benefits to the alternate payee, the Fund will provide the following information:

### **If QILDRO is received prior to retirement:**

- Initial Fund membership
- Amount of permissive and regular service credit
- Non-reduced monthly retirement benefit estimate
- Earliest date when non-reduced monthly retirement benefit will become payable
- Permissive service credit purchased
- If applicable, refund upon termination of employment or partial contribution refund
- Whether member has filed retirement application
- Intended retirement date, if member has filed retirement application

### **If QILDRO is received after effective date of retirement:**

- Effective date of retirement
- Date retirement benefits commenced (or will commence)
- Amount of permissive and regular service credit
- Actual monthly retirement benefit

### **At retirement**

- Effective date of retirement
- Date retirement benefits commenced (or will commence)
- Amount of permissive and regular service credit
- Actual monthly retirement benefit

- If applicable survivor benefit contribution refund and/or excess Optional Plan contribution refund
- If percentage QILDRO on file with MWRDRF but no Calculation Order has been received, notify that Calculation Order is needed to implement the QILDRO

**In response to a Calculation Order**

- Notify of receipt

- Notify if no underlying QILDRO on file with MWRDRF
- Notify if underlying QILDRO does not clearly indicate amount payable

**At notice of member's death**

- Lump-sum death benefit amount
- Only provided if QILDRO allocates share of lump- sum death benefit to alternate payee

## Completing the QILDRO

It is important that you use the correct QILDRO form. The MWRDRF cannot accept the new QILDRO form until July 1, 2006. The Fund cannot accept the old QILDRO form beginning July 1, 2006.

To make sure you are using the correct form, you must determine the date that the MWRDRF will receive a certified copy of the QILDRO issued by the court. If you will send the QILDRO so that the Fund will receive it before July 1, 2006, you must use the old QILDRO form. If you will send the QILDRO so that the Fund will receive it on or after July 1, 2006, you must use the new QILDRO form. Remember, a QILDRO is a court order, so in determining when you will send the QILDRO to MWRDRF, you must allow time to get the QILDRO issued by the court.

To allow flexibility that has been desired by some divorcing couples and their attorneys, the new QILDRO form is detailed and longer than the old form. Certain sections contain multiple options from which you must select only one option. If you fill in more than one option where the form indicates that you are to select only one option, the QILDRO will be rejected by MWRDRF.

Do not omit any sections in the QILDRO form and do not modify any wording. If some sections do not apply, simply leave them blank. Do not omit any sections from the form provided by MWRDRF. If you do, the QILDRO will be unacceptable and you will need to obtain an amended QILDRO from the court that complies with the form requirements.

Section IX of the QILDRO form is the **marital portion benefit calculation formula**. The chart on

page 11 of this publication will help you decide whether you need to complete Section IX of the QILDRO form. If you are completing Section

IX, you need to understand the meaning of “regular service” and “permissive service”. These terms are defined at the beginning of the QILDRO law. For MWRDRF members, “regular service” means service credit earned by the member and also includes repayment of refunded service. “Permissive service” means additional service credit purchased by the MWRDRF member such as a leave of absence or military service.

Section IX of the QILDRO form also provides a selection for “other”. All MWRDRF service credit is either regular or permissive according to the QILDRO law definitions. There is no “other service credit category for MWRDRF members.

Be sure to keep a copy of your QILDRO if you intend to submit a Calculation Order at a later date. You will need the underlying QILDRO to prepare the Calculation Order.



## Completing the Calculation Order

The QILDRO Calculation Court Order (Calculation Order) is a feature of the new QILDRO law. MWRDRF can only accept Calculation Orders for new law QILDROs submitted on or after July 1, 2006.

The Calculation Order provides the “number” that the Fund needs to implement a percentage QILDRO. The Calculation Order must be based on an underlying QILDRO between the same MWRDRF member and alternate payee. If MWRDRF receives a Calculation Order without an underlying QILDRO, the Calculation Order cannot be processed and MWRDRF will notify the parties. The sections you complete in the Calculation Order must be the same sections completed in the QILDRO. If the Calculation Order does not match the QILDRO or does not clearly indicate the amounts payable to the alternate payee, MWRDRF will notify the parties.

You do not need to submit a Calculation Order if all of the amounts in the QILDRO are specific dollar amounts. The Calculation Order is only required if the underlying QILDRO uses a percentage method of allocating benefits to the alternate payee. Be sure you complete the same sections in the QILDRO and Calculation Order.

As mentioned previously, the sections that you complete in the Calculation Order must correspond exactly with the sections completed in the underlying QILDRO. You will need a copy of the underlying QILDRO to complete the Calculation Order. The following chart will assist you in determining which sections of the Calculation Order you need to complete so that it will correspond with the QILDRO.

<b>QILDRO and Calculation Order Comparison Chart</b>		
<b>If you completed QILDRO Section</b>	<b>Complete marital portion benefit calculation formula QILDRO Section IX</b>	<b>Complete corresponding section in Calculation Order</b>
III.A.1	No	No
III.A.2	Yes	3 ( a )
III.A.3	No	4 ( A )
V.A.1	No	No
V.A.2	Yes	3 ( b )
V.A.3	No	4 ( B )
VI.A.1	No	No
VI.A.2	Yes	3 ( c )
VI.A.3	No	4 ( C )
VII.A.1	No	No
VII.A.2	Yes	3 ( d )
VII.A.3	No	4 ( D )

The following summarizes the QILDRO sections and methods for allocating payment to the alternate payee. Be sure you complete the same sections in the QILDRO and Calculation Order.

### **QILDRO Section III: monthly retirement benefit**

- A.1: dollar amount
- A.2: percentage of marital portion
- A.3: percentage as of retirement date

### **QILDRO Section V: termination refund or lump-sum retirement benefit**

- A.1: dollar amount
- A.2: percentage of marital portion
- A.3: percentage as of retirement date

### **QILDRO Section VI: partial refund**

- A.1: dollar amount

- A.2: percentage of marital portion
- A.3: percentage as of retirement date

### **QILDRO Section VII: lump-sum death benefit**

- A.1: dollar amount
- A.2: percentage of marital portion
- A.3: percentage as of retirement date

## Filing Procedure

### Where to send

QILDROs and Calculation Orders should be sent to:

Metropolitan Water Reclamation District  
Retirement Fund  
111 East Erie Street, Suite 330  
Chicago, IL 60611-2829

### Processing Fees

A \$50 non-refundable processing fee, by check payable to the MWRD Retirement Fund, must be submitted to the Fund along with a certified copy of the QILDRO.

If you are submitting a Calculation Order, a separate \$50 processing fee, by check payable to the MWRD Retirement Fund, must be submitted to the Fund along with a certified copy of the Calculation Order.

The processing fees are intended to help defray the Fund's administrative costs associated with QILDRO and Calculation Order processing.

### Certified Copy Required

Remember to send MWRDRF a certified copy of the court order. A certified copy bears the clerk of court's seal or stamp certifying the document as a

true and correct copy of the original document. A plain or file-stamped copy will be rejected.

### Notice from MWRDRF

The member, the alternate payee, and the attorney who sent the court order will receive a notice within 45 days after the MWRDRF received

the order. The order will be date-stamped upon receipt and deemed received on that date. The notice will also indicate whether the order is valid and other pertinent information regarding the order. If not valid, the notice will specify the reason or reasons.

All deficiencies must be corrected before we may honor the QILDRO. In most cases, deficiencies are easily corrected, for instance, by sending the \$50 fee or a certified copy of the order. If the order is defective, it will be necessary to obtain a new or amended order from the court. MWRDRF will send a new notice in response to each correction or amended court order.

An invalid QILDRO has no effect on the member's MWRD benefits. **No QILDRO is valid until all deficiencies have been corrected.**



## **Implementing the QILDRO**

The QILDRO will be placed in the member's record and will remain dormant until the member begins receiving retirement benefits, or a refund or lump-sum death benefit subject to the QILDRO becomes payable. When one of these events occurs, MWRDRF will send notice to the alternate payee at the last address on file with the Fund. The alternate payee must return a completed address verification form before MWRDRF may pay the alternate payee. In addition, if the QILDRO uses percentages, the Fund cannot pay the alternate payee until a Calculation Order has been received.

### **What if MWRDRF has not received a Calculation Order?**

If the QILDRO uses percentages, MWRDRF must receive a Calculation Order in order to pay the alternate payee. Generally, the Calculation Order would be submitted to MWRDRF when the amount of the retirement benefit becomes known. You will receive benefit information from MWRDRF when a benefit or refund becomes payable. You can use this information to prepare the Calculation Order.

When retirement occurs long after divorce, the attorneys may no longer be representing their former clients, may be difficult to locate, or may even be dead or otherwise unavailable to see that the Calculation Order is entered. It is imperative to understand that if no one follows through and MWRDRF does not receive a Calculation Order, even a valid percentage QILDRO on file with the Fund cannot be implemented. The divorcing couple and their attorneys should work out the details during the divorce regarding who will be responsible for obtaining the Calculation Order and sending a certified copy to MWRDRF, to ensure that the QILDRO can be implemented when the member retires. Remember, the alternate payee will not receive payment from MWRDRF based on a percentage QILDRO until a Calculation Order is received.

### **Monthly retirement benefit**

When a retirement benefit subject to a percentage QILDRO on file with MWRDRF becomes payable, if no Calculation Order has been received, the Fund will determine an anticipated payment to the

alternate payee based on information in the QILDRO, if it is possible to do so. MWRDRF will hold the alternate payee's anticipated payment and begin paying the member's monthly retirement benefit, less the amount held for the alternate payee, pending receipt of the Calculation Order. Once the Calculation Order is received, MWRDRF will adjust the amounts payable in accordance with the Calculation Order and begin paying the alternate payee. However, if it is not possible for MWRDRF to determine an anticipated payment based only on the QILDRO, then neither the member nor the alternate payee will be paid until the Calculation Order is received.

### **Refund or lump-sum death benefit**

When a refund or lump-sum death benefit subject to a percentage QILDRO on file with the MWRDRF becomes payable, if no Calculation Order has been received, the Fund will hold the refund until the Calculation Order is received.

### **What if the alternate payee is missing?**

An alternate payee must keep us informed of any name or address changes in order to receive payment. The law does not require us to search for a missing alternate payee, other than sending notice to the last address reported to us.

If the notice to the alternate payee is undeliverable, MWRDRF will hold the amount payable to the alternate payee for 180 days from the date the Fund sent the notice or the date the benefit becomes payable, whichever is later. The amount held will not bear interest. If MWRDRF is notified of the alternate payee's current address within 180 days, the Fund will pay the amount held to the alternate payee.

If MWRDRF does not learn of the alternate payee's current address within 180 days, the Fund will pay the amount held as it would be payable absent a QILDRO. If MWRDRF later becomes aware of the alternate payee's current address, the Fund will implement the QILDRO with the next affected payment, but the alternate payee will have no right to any amounts previously paid.

## Effective Date of QILDRO

The QILDRO takes effect with the first affected payment that occurs at least 30 days after MWRDRF received a valid QILDRO. But remember, if the QILDRO uses percentages, the Fund cannot pay the alternate payee until a valid Calculation Order has also been received.

The MWRDRF annuity payments are disbursed on the last business day of each month. Generally, you should expect about a three-month processing period from the date that the Fund has received a valid QILDRO, and Calculation Order if required, until the alternate payee begins to receive monthly payments from MWRDRF. During the processing period, the couple will need to make arrangements between themselves if the divorce obligates the MWRDRF member to pay a portion of the monthly retirement benefit to the former spouse.

## Expiration of QILDRO

For monthly retirement benefits, the QILDRO must specify when payments to the alternate payee will terminate. This will be one of the following:

Upon the death of the member or alternate payee, whichever is the first to occur;

After a certain number of payments are made to the alternate payee or upon the death of the member or alternate payee, whichever is the first to occur;

A QILDRO also ends when the member receives a refund that terminates participation in MWRDRF. A QILDRO may also be terminated by a valid court order expressly terminating the QILDRO.

## Amended Orders

An amended QILDRO or Calculation Order that has been entered by the court should be sent to the

Fund in the same manner as the original order. A certified copy of the amended order is required, accompanied by a \$50 processing fee for each amended order submitted to MWRDRF. If

a Fund member is subject to multiple QILDROs involving different alternate payees, submitting an amended QILDRO may cause that alternate payee to lose the priority of payment held by the original QILDRO.



## Required Form Samples

The QILDRO, Calculation Order, and consent forms are detailed and should not be retyped. The easiest way to ensure that you are using the correct forms and have not inadvertently added, modified, or omitted language is to use the forms provided by the MWRDRF. You may obtain the QILDRO packet by calling the Fund office at (312) 751-3222. We strongly urge you to use the forms provided by MWRDRF rather than retyping the forms.

## Income Tax Reporting

The member and alternate payee will be mailed income tax form 1099-R by February 1<sup>st</sup> of each year for the previous calendar year. The form will provide the taxable and nontaxable portions of the benefit payments.

## Information about the MWRDRF

The benefit program administered by the MWRDRF is a governmental plan organized under Article 13 of the Illinois Pension Code [40 ILCS 5] and also subject to Articles 1 and 20 of the Code.

## Glossary

<b>Alternate Payee</b>	The spouse, former spouse, child, or other dependent of a member, as designated in a QILDRO/QILDRO Calculation Order. [40 ILCS 5/1-119(a)(1).]
<b>Death Benefit</b>	Any non-periodic benefit payable upon the death of a member to a survivor of the member or to the member's estate or designated beneficiary, following the member's death, whether or not the benefit is so called under the applicable Article of the Illinois Pension Code. [40 ILCS 5/1-119(a)(2).]
<b>Disability Benefit</b>	Any periodic or non-periodic benefit payable to a disabled member based on occupational or non-occupational disability or disease, including any periodic or non-periodic increases in the benefit, whether or not the benefit is so called under the applicable Article of the Illinois Pension Code. [40 ILCS 5/1-119(a)(3).] Disability Benefit includes a disability retirement annuity under Section 13-301(d) of the Illinois Pension Code.
<b>Member</b>	Any person who participates in or has service credit in <a href="#">the MWRDRF</a> , including a person who is receiving or is eligible to receive a retirement or disability benefit, without regard to whether the person has withdrawn from service. [40 ILCS 5/1-119(a)(4).]
<b>Member's Refund</b>	A return of all or a portion of a member's contributions that is elected by the member (or provided by operation of law) and is payable before the member's death. [40 ILCS 5/1-119(a)(5).]
<b>MWRDRF</b>	<a href="#">The Metropolitan Water Reclamation District Retirement Fund, or MWRD Retirement Fund (Fund) provides a defined benefit annuity to its eligible retired members. The MWRDRF is governed by Chapter 40, Article 13 of the Illinois Pension Code.</a>
<b>Permissive Service</b>	Service credit purchased by the member that the retirement system includes by statute in a member's benefit calculations
<b>Qualified Illinois Domestic Relations Order or "QILDRO"</b>	An Illinois court order that creates or recognizes the existence of an alternate payee's right to receive all or a portion of the member's accrued benefits in <a href="#">the MWRDRF</a> , is issued pursuant to Section 1-119 of the Illinois Pension Code and Section 503(b)(2) of the Illinois Marriage and Dissolution of Marriage Act, and meets the requirements of Section 1-119 of the Illinois Pension Code. A QILDRO is not the same as a qualified domestic relations order (or QDRO) issued pursuant to Section 414(p) of the Internal Revenue Code of 1986. [40 ILCS 5/1-119(a)(6).]
<b>Regular Payee</b>	The person to whom a benefit would be payable in the absence of an effective QILDRO. [40 ILCS 5/1-119(a)(7).]
<b>Regular Service</b>	Service credit earned by the member, including a repayment of a refund for regular service that the retirement system includes by statute in a member's benefit calculations. "Regular service" does not include service credit purchased by the member.
<b>Retirement Benefit</b>	Any periodic or non-periodic benefit payable to a retired member based on age or service, or on the amounts accumulated to the credit of the member for retirement purposes, including any periodic or non-periodic increases in the benefit, whether or not the benefit is so called under <a href="#">Article 13</a> of the Illinois Pension Code. [40 ILCS 5/1-119(a)(8).]
<b>Surviving Spouse</b>	The spouse of a member at the time of the member's death. [40 ILCS 5/1-119(a)(10).]
<b>Survivor's Benefit</b>	Any periodic benefit payable to a surviving spouse, child, or other survivor of a deceased member, including any periodic or non-periodic increases in the benefit, whether or not the benefit is so called under the applicable Article of this Code. [40 ILCS 5/1-119(a)(11).]



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No. \_\_\_\_\_

**Qualified Illinois Domestic Relations Order**  
**Metropolitan Water Reclamation District Retirement Fund**

**THIS CAUSE** coming before the Court for the purpose of the entry of a Qualified Illinois Domestic Relations Order under the provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the Court having jurisdiction over the parties and the subject matter hereof; the Court finding that one of the parties to this proceeding is a member of a retirement system subject to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), this Order is entered to implement a division of that party's interest in the retirement system; and the Court being fully advised;

**IT IS HEREBY ORDERED AS FOLLOWS:**

- (I) The definitions and other provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119) are adopted by reference and made a part of this Order.
- (II) Identification of Retirement System and parties:

**Retirement System:** Metropolitan Water Reclamation District Retirement Fund  
111 East Erie Street, Suite 330  
Chicago, IL 60611-2829

**Member:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Social Security Number)

**Alternate payee:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Social Security Number)

The alternate payee is the member's (check one):  current or former spouse  child or other dependent (check one).

(III) **Monthly Retirement Benefit.** The Retirement System shall pay the indicated amounts of the member's retirement benefits to the alternate payee under the following terms and conditions:

(A) The Retirement System shall pay the alternate payee pursuant to one of the following methods (**Complete the ONE option that applies**):

(1) \$ \_\_\_\_\_ per month (enter amount); or

(2) \_\_\_\_\_% (enter percentage) per month of the marital portion of said benefit with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_% (enter percentage) per month of the gross amount of said benefit calculated as of the date the (**Check One**):  member's  alternate payee's benefit commences

*(Check alternate payee only if the alternate payee will commence benefits after the member commences benefits, e.g. if the member is receiving retirement benefits at the time this Order is entered)*

(B) If the member's retirement benefits has already commenced, payments to the alternate payee shall commence either (**check/complete the ONE option that applies**):

(1)  as soon as administratively possible upon this order being received and accepted by the Retirement System; or

(2)  on the date of \_\_\_\_\_

*(Enter any benefit payment date that will occur at least 30 days after the date the retirement system receives a valid QILDRO, but ONLY if payment to the alternate payee is to be delayed to some future date; otherwise, check item (1) above.)*

(C) If the member's retirement benefit has not yet commenced, payments to the alternate payee shall commence as of the date the member's retirement benefit commences.

(D) Payments to the alternate payee under this Section III shall terminate (**Check/complete the ONE option that applies**):

(1)  upon the death of the member or the death of the alternate payee, whichever is the first to occur;

or

(2)  after \_\_\_\_\_ payments are made to the alternate payee (enter any set number) or upon the death of the member or the death of the alternate payee, whichever is the first to occur.

(IV) **Post-Retirement Increases.** If the member's retirement benefits are subject to annual post-retirement increases, the alternate payee's share of said benefits (**check one**)

shall  shall not

be recalculated or increased annually to include a proportionate share of the applicable annual increases.

(V) **Termination Refund or Lump-sum Retirement Benefit.** The Retirement System shall pay to the alternate payee the indicated amounts of any refund upon termination or any lump-sum retirement benefit that becomes payable to the member, under the following terms and conditions:

(A) The Retirement System shall pay the alternate payee pursuant to one of the following methods

**(Complete the ONE option that applies):**

(1) \$ \_\_\_\_\_ (enter amount); or

(2) \_\_\_\_\_% (enter percentage) of the marital portion of the refund or lump sum retirement benefit, with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_% (enter percentage) of the gross amount of the refund or lump sum retirement benefit, calculated when the member's refund or lump sum retirement benefit is paid.

(B) The amount payable to an alternate payee under Section V(A)(2) or V(A)(3) shall include any applicable interest that would otherwise be payable to the member under the rules of the Retirement System.

(C) The alternate payee's share of the refund or lump sum retirement benefit under this Section V shall be paid when the member's refund or lump sum retirement benefit is paid.

(VI) **Partial Refund.** The Retirement System shall pay to the alternate payee the indicated amounts of any partial refund that becomes payable to the member under the following terms and conditions:

(A) The Retirement System shall pay to the alternate payee pursuant to one of the following methods (**Complete the ONE option that applies**):

(1) \$\_\_\_\_\_ (enter amount); or

(2) \_\_\_\_\_% (enter percentage) of the marital portion of the said benefit, with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_% (enter percentage) of the gross amount of the benefit calculated when the member's refund is paid.

(B) The amount payable to an alternate payee under Section VI(A)(2) or VI(A)(3) shall include any applicable interest that would otherwise be payable to the member under the rules of the Retirement System.

(C) The alternate payee's share of the refund under this Section VI shall be paid when the member's refund is paid.

(VII) **Lump-sum Death Benefit.** The Retirement System shall pay to the alternate payee the indicated amounts of any death benefits that become payable to the member's death benefit beneficiaries or estate under the following terms and conditions:

(A) To the extent and only to the extent required to effectuate this Section VII, the alternate payee shall be designated as and considered to be a beneficiary of the member at the time of the member's death and shall receive (**Complete ONE of the following options**):

(1) \$\_\_\_\_\_ (enter amount); or

(2) \_\_\_\_\_% (enter percentage) of the marital portion of death benefits, with the marital portion defined using the formula in Section IX; or

(3) \_\_\_\_\_% (enter percentage) of the gross amount of the death benefits calculated when said benefits become payable.

(B) The amount payable to an alternate payee under Section VII(A)(2) or VII(A)(3) shall include any applicable interest payable to the death benefit beneficiaries under the rules of the Retirement System.

(C) The alternate payee's share of death benefits under this Section VII shall be paid as soon as administratively possible after the member's death.

(VIII) If this Order indicates that the alternate payee is to receive a percentage of any retirement benefit or refund, upon receipt of the information required to be provided by the Retirement System under Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the calculations required shall be performed by the member, by the alternate payee, or by their designated representatives or designated experts. The results of the calculations shall be provided to the Retirement System via a QILDRO Calculation Court Order in accordance with Section 1-119 of the Illinois Pension Code.

(IX) **Marital Portion Benefit Calculation Formula** (Option to calculate benefit in items III(A)(2), V(A)(2), VI(A)(2), and VII A)(2) above.) If in this Section "other" is circled in the definition of A, B, or C, then a supplemental order must be entered simultaneously with this QILDRO clarifying the intent of the parties or the Court as to that item. The supplemental order cannot require the

Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois law or administrative rule, it shall not be binding upon the Retirement System.

(1) The amount of the alternate payee's benefit shall be the result of  $(A/B) \times C \times D$  where:

"A" equals the number of months of **(Check only one)**

regular  regular plus permissive  other

service that the member accumulated in the Retirement System from the date of marriage \_\_\_\_\_ (enter date MM/DD/YYYY) to the date of divorce \_\_\_\_\_ (enter date MM/DD/YYYY). This number of months of service shall be calculated as whole months after receipt of information required from the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

"B" equals the number of months of **(Check only one)**  regular  regular plus permissive  other service that the member accumulated in the Retirement System from the time of initial membership in the Retirement System through the member's effective date of retirement. The number of months of service shall be calculated as whole months after receipt of information required from the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

"C" equals the gross amount of:

(i) the member's monthly retirement benefit (Section III(A)) calculated as of the member's effective date of retirement, **(Check only one)**

including  not including  other

permissive service, upgrades purchased, and other benefit formula enhancements;

(ii) the member's refund payable upon termination or lump sum retirement benefit that becomes payable, including any payable interest (Section V(A)) calculated as of the time said refund becomes payable to the member;

(iii) the member's partial refund, including any payable interest (Section VI(A)) calculated as of the time said partial refund becomes payable to the member; or

(iv) the death benefit payable to the members death benefit beneficiaries or estate, including any payable interest (Section VII(A)) calculated as of the time said benefit becomes payable to the member's beneficiaries;

whichever are applicable pursuant to Section III, V, VI, or VII of this Order. These gross amounts shall be provided by the Retirement System pursuant to Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

"D" equals the percentage noted in Section III(A)(2), V(A)(2), VI(A)(2), or VII(A)(2), whichever are applicable.

(2) The alternate payee's benefit under this Section IX shall be paid in accordance with all Sections of this Order that apply.

(X) In accordance with subsection (j) of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), so long as this QILDRO is in effect, the member may not elect a form of payment of the retirement benefit that has the effect of diminishing the amount of the payment to which the alternate payee is entitled, unless the alternate payee has consented to the election in writing, the consent has been notarized, and the consent has been filed with the Retirement System.

(XI) If the member began participating in the Retirement System before July 1, 1999, this Order shall not take effect unless accompanied by the written consent of the member as required under subsection (m) of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

(XII) The Court retains jurisdiction over this matter for all of the following purposes:

- (1) To establish or maintain this Order as a Qualified Illinois Domestic Relations Order.
- (2) To enter amended QILDROs and QILDRO Calculation Court Orders to conform to the parties' Marital Settlement Agreement or Agreement for Legal Separation ("Agreement"), to the parties' Judgment for Dissolution of Marriage or Judgment for Legal Separation ("Judgment"), to any modifications of the parties' Agreement or Judgment, or to any supplemental orders entered to clarify the parties' Agreement or Judgment.
- (3) To enter supplemental orders to clarify the intent of the parties or the Court regarding the benefits allocated herein in accordance with the parties' Agreement or Judgment, with any modifications of the parties' Agreement or Judgment, or with any supplemental orders entered to clarify the parties' Agreement or Judgment. A supplemental order may not require the Retirement System to take any action not permitted under Illinois law or the retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois law or the Retirement System's administrative rules. To the extent that the supplemental order does not conform to Illinois or administrative rule, it shall not be binding upon the Retirement System.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_

(Judge's Signature)

IN THE CIRCUIT COURT OF THE \_\_\_\_\_ JUDICIAL DISTRICT

\_\_\_\_\_ COUNTY, ILLINOIS

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No. \_\_\_\_\_

### Consent to Issuance of QILDRO

#### Metropolitan Water Reclamation District Retirement Fund

Member's Name: \_\_\_\_\_

Member's Social Security Number: \_\_\_\_\_

Alternate Payee's Name: \_\_\_\_\_

Alternate Payee's Social Security Number: \_\_\_\_\_

I, \_\_\_\_\_, a member of [the Metropolitan Water Reclamation District Retirement Fund](#)

(Name of Member)

, hereby irrevocably consent to the issuance of a Qualified Illinois Domestic Relations Order. I understand that under the Order, certain benefits that would otherwise be payable to me, or to my death benefit beneficiaries or estate, will instead be payable to \_\_\_\_\_. (Name of alternate payee). I also understand that my right to elect certain forms of payment of my retirement benefit or member's refund may be limited as a result of the Order.

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
(Member's Signature)

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No. \_\_\_\_\_

## QILDRO Calculation Court Order

### Metropolitan Water Reclamation District Retirement Fund

THIS CAUSE coming before the Court for the purpose of the entry of a QILDRO Calculation Court Order under the provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the Court having jurisdiction over the parties and the subject matter hereof; the Court finding that a QILDRO has previously been entered in this matter, that the QILDRO has been received and accepted by the Retirement System, and that the QILDRO requires percentage calculations to allocate the alternate payee's share of the member's benefit or refund, the Court not having found that the QILDRO has become void or invalid, and the Court being fully advised;

#### IT IS HEREBY ORDERED AS FOLLOWS:

- (1) The definitions and other provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119) are adopted by reference and made part of this Order.
- (2) Identification of Retirement System and parties:

**Retirement System:** Metropolitan Water Reclamation District Retirement Fund  
111 E. Erie, Suite 330  
Chicago, IL 60611-2898

**Member:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing address)

\_\_\_\_\_  
(Social Security Number)

**Alternate Payee:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Mailing Address)

\_\_\_\_\_  
(Social Security Number)

The Alternate Payee is the member's (check one):  current or former spouse  child or other dependent.

(3) **Percentage of Marital Portion.** The following shall apply if and only if the QILDRO allocated benefits to the alternate payee in the specific Section noted. The Retirement System shall pay the amounts as directed below, but only if and when the benefits are payable pursuant to the QILDRO and Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119). Parties shall see QILDRO Section IX for the definitions of A, B, C and D as used below.

(a) The alternate payee's benefit pursuant to QILDRO Section III(A)(2) (**monthly retirement benefit**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{_____}}{\text{(Enter A)}} / \frac{\text{_____}}{\text{(Enter B)}} \right) \times \frac{\text{_____}}{\text{(Enter C)}} \times \frac{\text{_____}}{\text{(Enter D)}} = \frac{\text{_____}}{\text{(Monthly Amount)}}$$

(b) The alternate payee's benefit pursuant to QILDRO Section V(A)(2) (**termination refund or lump-sum retirement benefit**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{_____}}{\text{(Enter A)}} / \frac{\text{_____}}{\text{(Enter B)}} \right) \times \frac{\text{_____}}{\text{(Enter C)}} \times \frac{\text{_____}}{\text{(Enter D)}} = \frac{\text{_____}}{\text{(Amount)}}$$

(c) The alternate payee's benefit pursuant to QILDRO Section VI(A)(2) (**partial refund**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{_____}}{\text{(Enter A)}} / \frac{\text{_____}}{\text{(Enter B)}} \right) \times \frac{\text{_____}}{\text{(Enter C)}} \times \frac{\text{_____}}{\text{(Enter D)}} = \frac{\text{_____}}{\text{(Amount)}}$$

(d) The alternate payee's benefit pursuant to QILDRO Section VII(A)(2) (**lump-sum death benefit**) shall be calculated pursuant to Section IX of the QILDRO and paid as follows:

$$\left( \frac{\text{_____}}{\text{(Enter A)}} / \frac{\text{_____}}{\text{(Enter B)}} \right) \times \frac{\text{_____}}{\text{(Enter C)}} \times \frac{\text{_____}}{\text{(Enter D)}} = \frac{\text{_____}}{\text{(Amount)}}$$

The Retirement System's sole obligation with respect to the equations in this paragraph (3) is to pay the amounts as indicated as a result of the equations. The Retirement System shall have no obligation to review or verify the equations or to assist in the calculations used to determine such amounts.

(4) **Percentage as of Retirement Date.** The following shall apply only if the QILDRO allocated benefits to the alternate payee in the specific Section noted. The Retirement System shall pay the amount as directed below, but only if and when the benefits are payable pursuant to the QILDRO and Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

(A) The alternate payee's benefit pursuant to QILDRO Section III(A)(3) (**monthly retirement benefit**) shall be calculated and paid as follows:

$$\frac{\text{_____}}{\text{(Gross Benefit Amount)}} \times \frac{\text{_____}}{\text{(Percentage)}} = \frac{\text{_____}}{\text{(Monthly Amount)}}$$

(B) The alternate payee's benefit pursuant to QILDRO Section V(A)(3) (**termination refund or lump-sum retirement benefit**) shall be calculated and paid as follows:

$$\frac{\text{_____}}{\text{(Gross Benefit Amount)}} \times \frac{\text{_____}}{\text{(Percentage)}} = \frac{\text{_____}}{\text{(Amount)}}$$

(C) The alternate payee's benefit pursuant to QILDRO Section VI(A)(3) (**partial refund**) shall be calculated and paid as follows:

$$\frac{\text{_____}}{\text{(Gross Benefit Amount)}} \times \frac{\text{_____}}{\text{(Percentage)}} = \frac{\text{_____}}{\text{(Amount)}}$$

(D) The alternate payee's benefit pursuant to QILDRO Section VII(A)(3) (**lump-sum death benefit**) shall be calculated and paid as follows:



$$\left( \frac{\text{Gross Benefit Amount}}{\text{Gross Benefit Amount}} \right) \times \frac{\text{Percentage}}{\text{Percentage}} = \frac{\text{Amount}}{\text{Amount}}$$

The Retirement System's sole obligation with respect to the equations in this paragraph (4) is to pay the amounts indicated as the result of the equations. The Retirement System shall have no obligation to review or verify the equations or to assist in the calculations used to determine such amounts.

(5) The Court retains jurisdiction over this matter for the following purposes:

- (A) To establish or maintain this Order as a QILDRO Calculation Court Order;
- (B) To enter amended QILDROs and QILDRO Calculation Court Orders to conform to the parties' QILDRO, Marital Settlement Agreement or Agreement for Legal Separation ("Agreement"), to the parties' Judgment for Dissolution of Marriage or Judgment for Legal Separation ("Judgment"), to any modifications of the parties' QILDRO, Agreement, or Judgment, or to any supplemental orders entered to clarify the parties' QILDRO, Agreement, or Judgment; and
- (C) To enter supplemental orders to clarify the intent of the parties or the Court regarding the benefits allocated herein in accordance with the parties' Agreement or Judgment, with any modifications of the parties' Agreement or Judgment, or with any supplemental orders entered to clarify the parties' Agreement or Judgment. A supplemental order may not require the Retirement System to take any action not permitted under Illinois law or the Retirement System's administrative rules. To the extent the supplemental order does not conform to Illinois law or administrative rule, it shall not be binding upon the Retirement System.

\_\_\_\_\_  
 (Member's Signature)

\_\_\_\_\_  
 (Alternate Payee's Signature)

DATED: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
 (Judge's Signature)