

QILDRO

Qualified Illinois Domestic Relations Orders



Information Regarding
MWRD Retirement Fund Members
in Divorce Proceedings

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Qualified Illinois Domestic Relations Order (model language)

Consent to Issuance of QILDRO

QILDRO Calculation Order (model language)

Notice of Confidential Information within Court Filing

FOREWORD

This publication provides general information about Qualified Illinois Domestic Relations Orders, or QILDROs. This publication and the required forms are available online at <https://www.mwrdrf.org>.

The Metropolitan Water Reclamation District Retirement Fund (“MWRDRF” or “Fund”) office handles inquiries and benefit information related to QILDRO. A QILDRO is an Illinois court order that transfers a part, or all, of the member's retirement benefits to an alternate payee. QILDROs are issued in accordance with Illinois state law, Article 1, section 119 of the Illinois Pension Code, 40 ILCS 5/1-119.

This subject matter may be of considerable financial significance. It is strongly recommended that you 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. The MWRDRF does not assume responsibility for the specific consequences resulting from application of the information in this packet by 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 affect 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 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 because of the existence of a QILDRO. It is the responsibility of the alternate payee and their 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

Observe the following timeline when considering MWRDRF benefits in divorce or legal separation proceedings.

As you are considering divorce?	Obtain the MWRDRF QILDRO publication from our website at https://www.mwrdrf.org . Paper copies are available upon request.
At least 45 days before needed	Request a statement of benefit information for divorce by calling the MWRDRF office at (312) 751-3222. 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 the Clerk of Court.
After court issues a QILDRO	Send to the MWRDRF office: <ol style="list-style-type: none"> 1. Certified copy of the QILDRO* 2. \$50 processing fee 3. Member's signed "Consent to Issuance of QILDRO" (pre-07/01/1999 members) 4. Notice of Confidential Information Within Court Filing form (if SSNs are not shown on QILDRO)
Within 45 days after the MWRDRF receives a QILDRO	The MWRDRF sends notice regarding validity of the QILDRO. If the QILDRO is valid and uses percentages, the MWRDRF will provide a statement of benefit information for divorce.
Within 45 days after member retires	If the MWRDRF has a valid percentage on file, the MWRDRF will provide a statement of benefit information for divorce.
When member retires, or when benefit or refund becomes payable:	Send to MWRDRF office (for percentage QILDRO): <ol style="list-style-type: none"> 1. Certified copy of Calculation Order 2. \$50 processing fee 3. Notice of Confidential Information Within Court Filing form (if SSNs not shown on Calculation Order)
Within 45 days after the MWRDRF receives Calculation Order	The MWRDRF sends notice regarding validity of the Calculation Order.
If member is retired when the MWRDRF receives QILDRO	If a QILDRO uses percentages, the MWRDRF still needs a Calculation Order to implement the QILDRO. Within 45 days of receipt, the MWRDRF sends notice regarding the validity of the QILDRO and specific benefit information. See "Benefit Information Provided by MWRDRF," page 8 of this publication.
When the MWRDRF receives notice of member's death	If the QILDRO allocates part of the lump-sum death benefit to an alternate payee, the MWRDRF will provide death benefit information.

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

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 an alternate payee 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 the MWRDRF benefits will be divided. The MWRDRF cannot provide legal advice.

The MWRDRF may only pay benefits to an alternate payee according to a QILDRO. Even if the MWRDRF has a valid QILDRO on file, payment cannot be accelerated to pay an alternate payee before the MWRDRF member is paid. An alternate payee will never receive more or different benefits than the MWRDRF member is eligible to receive.

The QILDRO model language is intended to give added flexibility by allowing the divorcing parties 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, should consider the following:

- Regarding 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 proceedings.
- 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 the MWRDRF?
- Will monthly retirement payments continue until either the member or alternate payee deceases, or will the QILDRO terminate after a specific number of payments to the alternate payee?

Divorcing parties and their attorneys should carefully review the QILDRO law and the required forms. The law is detailed to help all parties consider the necessary issues. The MWRDRF will provide benefit information to help 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 parties and their attorneys to decide how to complete the QILDRO and the Calculation Order (if required). Every situation is unique. The MWRDRF cannot assist with making these decisions, nor perform any calculations.

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 benefit based on a percentage or a marital fraction formula. No Calculation Order is required if the QILDRO expresses the amounts payable to the alternate payee as specific dollar amounts.

If the dollar amount method of allocating benefits to the former spouse is not elected in the QILDRO, then a Calculation Order must be sent to the 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.

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

The MWRDRF must implement valid court orders that it receives but cannot disclose whether the court orders are consistent with the terms outlined in the QILDRO. The MWRDRF will provide benefit information but cannot do the calculations. The 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 are completed in the Calculation Order must correspond with the sections completed in the QILDRO. However, the MWRDRF cannot reject a Calculation Order because the calculations are not accurate or do not reflect what was decided in the divorce proceedings.

WHAT BENEFITS MAY BE PAID TO AN ALTERNATE PAYEE?

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

- Retirement benefits
- A termination refund that 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 future MWRDRF benefits, unless benefits are reinstated through repayment of the refund plus interest after returning to MWRD 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 the 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 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 nor allows the former spouse to participate in the Metropolitan Water Reclamation District sponsored insurance plans.

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. A specific consent form must be used. The form should be obtained from the 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. No one else may sign or compel signature. There is no consent requirement if MWRDRF membership started on or after July 1, 1999.

WHAT ABOUT DEATH BENEFITS?

The QILDRO law allows an alternate payee to receive a share of any remaining contributions payable upon death of a MWRDRF member. However, monthly survivor benefits are not 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 the 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.
- When the divorce occurs after retirement, and the employee and former spouse had been married more than 10 years at retirement, a former spouse is eligible to receive monthly survivor benefits.
- 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 a beneficiary. The 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. A personal attorney should be consulted about those obligations.
- The QILDRO law allows a former spouse to receive a share of any lump-sum refund of contributions and interest upon the member's death.

WHAT ABOUT DISABILITY BENEFITS?

No MWRDRF disability benefit is payable to a former spouse. If the MWRDRF member retires and commences a retirement annuity payable by virtue of disability pursuant to 40 ILCS 5/13-301(d), then a valid QILDRO on file with the MWRDRF will be implemented. The member must meet certain eligibility requirements to receive a retirement annuity under these conditions.

WHAT ABOUT HEALTH INSURANCE BENEFITS?

A QILDRO does not provide any insurance coverage nor make a former spouse eligible to participate in a District sponsored health insurance plan.

WHAT ABOUT PAST OR OUT-OF-STATE DIVORCES?

If the member is already divorced and the ex-spouse is entitled to a share in the member's retirement benefits, it may be possible to request an Illinois court to enter a QILDRO. Please seek advice from a personal attorney to obtain a QILDRO based on a past divorce.

If the 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 an out-of-state divorce. Please seek advice from a personal attorney if the divorce occurred in a state other than Illinois to obtain a QILDRO.

THE MWRDRF DOES NOT HONOR QDROS

Some attorneys unfamiliar with public pensions assume that the MWRDRF is subject to Qualified Domestic Relations Orders, or QDROs. In fact, Illinois courts have ruled that public pension funds (such as the MWRDRF) are not subject to QDROs. The Employee Retirement Income Security Act of 1974, commonly known as ERISA, does not apply to the 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 a member's MWRDRF benefits.



BENEFIT INFORMATION PROVIDED BY THE MWRDRF

The MWRDRF will provide a statement of benefit information for divorce as required by QILDRO law. The Benefit Information for Divorce statement will show the total actual pension service record as of the date of request. The statement will include a monthly annuity estimate as of the earliest age the member will receive a non-discounted annuity. The MWRDRF does not speculate as to potential future events such as early retirement, reciprocal retirement, additional service credit, future salary increases, or refunded service, or statutory changes. Hypothetical estimates for retired members assuming facts that are different from the annuitant's actual retirement record will not be provided. The MWRDRF does not provide actuarial opinions as to present market value of a member's benefits or other interests.

All information will be provided within 45 days of the triggering event. If requested, MWRDRF will also provide general information about benefits, relevant QILDRO procedures, rules, and required forms.

IN RESPONSE TO A SUBPOENA OR MEMBER'S REQUEST

To help the parties value the benefit for divorce purposes, the 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 as well as other information pertinent to valuing the benefit.



The statement will be provided to members in response to their request. Due to our policy regarding confidentiality, 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 request the benefit information four to six weeks before it is needed. The Fund is unable to accommodate requests for expedited statements due to 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.

IN RESPONSE TO A PERCENTAGE QILDRO

When the 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 a QILDRO is received prior to retirement

- Date of initial Fund membership
- Amount of permissive and regular service credit
- Unreduced monthly retirement benefit estimate
- Earliest date when unreduced 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 a retirement application
- Intended retirement date, if member has filed retirement application

At retirement

- Effective date of retirement
- Date retirement benefits commenced (or will commence)
- Amount of permissive and regular service credit
- Actual monthly retirement benefit
- Applicable survivor benefit contribution refund and/or excess Optional Plan contribution refund
- If a percentage QILDRO is on file with the MWRDRF but no Calculation Order has been received, the member and the alternate payee will be notified that a Calculation Order is needed to implement the QILDRO

If a QILDRO is received after the 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

In response to a calculation order

- Notification of receipt
- Notification if there is no underlying QILDRO on file with the MWRDRF
- Notification if the underlying QILDRO does not clearly indicate amount payable

At notice of member's death

- The MWRDRF does not have a death benefit. However, the QILDRO law allows an alternate payee to receive a share of any remaining contribution payable upon a MWRDRF member's death.

COMPLETING THE QILDRO

It is important that the model language QILDRO form is used. To allow flexibility, the QILDRO form is detailed. Certain sections contain multiple options from which only one option must be selected. If more than one option is chosen, the QILDRO will be rejected by the 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 the MWRDRF. If sections are omitted, the QILDRO will not be accepted and an amended QILDRO that complies with the form requirements will need to be obtained from the court.

Section IX of the QILDRO form is the **marital portion benefit calculation formula**. The chart on page 10 of this publication outlines whether Section IX of the QILDRO form needs to be completed. Completing Section IX requires an understanding of 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 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 the qualified QILDRO if there is an intent to submit a Calculation Order later. The underlying QILDRO is required to prepare the Calculation Order.

COMPLETING THE CALCULATION ORDER

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 the MWRDRF member and the alternate payee. If the MWRDRF receives a Calculation Order without an underlying QILDRO, the Calculation Order cannot be processed and the MWRDRF will notify the parties involved. The sections to be completed 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, the MWRDRF will notify the parties involved.

A Calculation Order does not need to be submitted if all the assigned 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. Verify the same sections in the QILDRO and Calculation Order are completed.

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

QILDRO AND CALCULATION ORDER COMPARISON CHART

If you completed QILDRO Section	Complete marital portion benefit calculation formula QILDRO Section IX	Complete corresponding section in Calculation Order
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. Please verify that the same sections in the QILDRO and Calculation Order are completed.

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.

When 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 the 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 THE MWRDRF

The member, the alternate payee, and the attorney who sent the court order will receive a notice within 45 days after the MWRDRF receives 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 the Fund 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. The 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, that are subject to the QILDRO. When one of these events occurs, the 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 the MWRDRF will 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 and approved.

WHAT IF THE MWRDRF HAS NOT RECEIVED A CALCULATION ORDER

If the QILDRO uses percentages, the MWRDRF must receive a Calculation Order to pay the alternate payee. Generally, the Calculation Order would be submitted to the MWRDRF when the amount of the retirement benefit becomes known. When a benefit or refund becomes payable, the MWRDRF will send benefit information. This information can be used to prepare the Calculation Order.

When retirement occurs long after the divorce, the attorneys may no longer be representing their former clients, may be difficult to locate, or may even be deceased or otherwise unavailable to see that the Calculation Order is entered. It is imperative to understand that if no one follows through and the MWRDRF does not receive a Calculation Order, even a valid percentage QILDRO on file with the Fund cannot be implemented. The divorcing parties 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 the MWRDRF, to ensure that the QILDRO can be implemented when the member retires.

MONTHLY RETIREMENT BENEFIT

When a retirement benefit subject to a percentage QILDRO on file with the 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. The 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, the 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 the 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 CANNOT BE LOCATED?

An alternate payee must keep the Fund informed of any name or address changes to receive payment. The law does not require the Fund to locate an alternate payee, other than sending notice to the last address on file.

If the notice to the alternate payee is undeliverable, the 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 the 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 the 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 the 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.

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

EFFECTIVE DATE OF THE QILDRO

The MWRDRF annuity payments are disbursed on the first business day of each month. Generally, alternate payees can 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 first payment is disbursed. During the processing period, the parties will need to make arrangement amongst themselves if the divorce obligates the MWRDRF member to pay a portion of the monthly retirement benefit to the former spouse.

EXPIRATION OF THE 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 occurs first; or

After a certain number of payments are made to the alternate payee.

A QILDRO also ends when the member receives a refund that terminates participation in the MWRDRF. A QILDRO may also be nullified 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 the 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 changed. The easiest way to ensure that the correct forms are used, and that language has not been inadvertently added, modified, or omitted is to use the forms provided by the MWRDRF. The QILDRO packet may be obtained from the MWRDRF website or by calling the Fund office at (312) 751-3222.

INCOME TAX REPORTING

The member and alternate payee will be mailed income tax form 1099-R by February 1st 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 subject to Articles 1 and 20 of the Code.

GLOSSARY

Alternate Payee	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).]
Death Benefit	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 called as such under the applicable Article of the Illinois Pension Code. [40 ILCS 5/1-119(a)(2).]
Disability Benefit	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).]
Member	Any person who participates in or has service credit in the MWRDRF, including a person who is receiving or is eligible to receive a retirement or retirement annuity by virtue of disability, without regard to whether the person has withdrawn from service. [40 ILCS 5/1-119(a)(4).]
Member's Refund	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).]
MWRDRF	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.
Permissive Service	Service credit purchased by the member that the retirement system includes by statute in a member's benefit calculations.
Qualified Illinois Domestic Relations Order or "QILDRO"	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 the MWRDRF, 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).]
Regular Payee	The person to whom a benefit would be payable in the absence of an effective QILDRO. [40 ILCS 5/1-119(a)(7).]
Regular Service	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.
Retirement Benefit	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 Article 13 of the Illinois Pension Code. [40 ILCS 5/1-119(a)(8).]
Surviving Spouse	The spouse of a member at the time of the member's death. [40 ILCS 5/1-119(a)(10).]
Survivor's Benefit	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 E. 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 (circle 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 member's 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
(Name of Member)

Reclamation District Retirement Fund 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 Street, 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:

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

(Enter C) (Enter D) (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:

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

(Enter C) (Enter D) (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:

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

(Enter C) (Enter D) (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:

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

(Enter C) (Enter D) (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:

$$\text{_____/_____} \times \text{_____/_____} = \text{_____}$$

(Gross Benefit Amount) (Percentage) (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:

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

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

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

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

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

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)

IN THE CIRCUIT COURT _____

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No. _____

Notice of Confidential Information Within Court Filing

PURSUANT TO Illinois Supreme Court rules, below are the full Social Security numbers for the parties whose Social Security numbers are redacted within the Qualified Illinois Domestic Relations Order (QILDRO) or QILDRO Calculation Court Order filed in the above-captioned matter. This information is not available to the public and this document will be stored in a separate location from the case file.

Member:

(Name)

(Full Mailing address)

(Full Social Security Number)

Alternate Payee:

(Name)

(Full Mailing address)

(Full Social Security Number)

Prepared by:

Date prepared:

(Name)

(Firm name, if applicable)

(Street address)

(City, State, Zip code)

(Phone number)