

**SHEET METAL WORKERS' NATIONAL PENSION FUND
MODEL SEPARATE INTEREST QDRO**

Revised 7/1/03

In re the Marriage or Support of:)
)
 Petitioner,) Case No. _____
) QDRO Application No. ____
 and)
)
 Respondent.)

Qualified Domestic Relations Order

This Order is intended to be a Qualified Domestic Relations Order (“QDRO”), as defined in Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and Section 414(p) of the Internal Revenue Code of 1986, as amended (“Code”). This QDRO is granted in accordance with *[applicable state domestic relations law citations]*, which relate to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions. *[The parties were married on _____ and separated/divorced on _____.]*

Section 1. Plan Identification

This Order applies to the Sheet Metal Workers’ National Pension Fund (“Fund” or “Plan”).

Section 2. Participant

The Participant named below is or may become eligible to receive a benefit from the Fund.

Participant’s Name: _____

Last Known Mailing Address: _____

Social Security Number: _____

Date of Birth: _____

Participant’s Counsel (if any): _____

Counsel's Address: _____

Section 3. Alternate Payee

The Alternate Payee is a spouse, former spouse, child or other dependent of the Participant who is recognized by this Order as having a right to receive all, or a portion of the benefits payable under the Plan with respect to the Participant.

Alternate Payee's Name: _____

Last Known Mailing Address: _____

Social Security Number: _____

Date of Birth: _____

Alternate Payee's Counsel (if any): _____

Counsel's Address: _____

Section 4. Amount of Benefit

The Alternate Payee is assigned and the Fund is directed to pay directly to the Alternate Payee a benefit which is the actuarial equivalent of [*choose one*]:

_____ % of the Participant's benefit in the Fund accrued as of [*the date of divorce, the date either party commences benefits, a specific date, etc.*] and calculated as of that date.

[OR]

_____ % of the Participant's benefit accrued as of [*the date of divorce, the date either party commences benefits, a specific date, etc.*] and calculated as of that date, multiplied by a fraction, the numerator of which is the number of years, partial years and/or months of credited service earned during the marriage, from _____ to _____, and the denominator of which is the total number of years, partial years and/or months of credited service earned as of [*the date of divorce, the date either party commences benefits, a specific date, etc.*].

Section 5. Form of Benefits

The Alternate Payee will receive his/her benefit as a separate interest. The Alternate

Payee may elect to receive his/her benefit in any form of payment available under the Plan, except for a Husband and Wife benefit.

Section 6. Benefit Commencement

The Alternate Payee may elect to commence receiving his/her benefits at any time after the Participant reaches the earliest retirement age under the Plan, but no later than the date on which the Participant commences his/her benefits. *[Please be advised that if the Participant dies before either party has commenced benefits, the Alternate Payee will receive nothing under the terms of the Order unless the Order designates the Alternate Payee as the Participant's surviving spouse for purposes of the pre-retirement surviving spouse benefits described in Section 7 below.]*

Section 7. Participant's Death

If the Participant predeceases the Alternate Payee prior to either party commencing his/her benefits, the Alternate Payee will be treated as the Participant's surviving spouse for purposes of the pre-retirement survivor annuity benefit available under the Plan. The spousal survivor annuity will be paid in lieu of the benefit otherwise assigned in Section 4. The amount of the Alternate Payee's pre-retirement survivor annuity shall be calculated based on the Alternate Payee's marital share set forth in Section 4.

Section 8. Alternate Payee's Death

If the Alternate Payee dies prior to commencing his/her benefits, the Alternate Payee's benefit will revert to the Participant. If the Alternate Payee dies after commencing his/her benefits, the Alternate Payee's benefit will be paid according to the terms of the Plan and the form of benefit in which the Alternate Payee's benefit is paid..

Section 9. Compliance with Applicable Laws

Nothing in this Order requires the Fund to:

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

Section 10. Fund's Discharge of Liability

The Participant and Alternate Payee consent to the division of benefits set forth herein and agree to waive any claim against the Trustees and/or the Fund Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order and applicable law. The Fund and its sponsors, employees, agents and fiduciaries shall be discharged from liability to the extent of any payments made pursuant to this Order, as provided in Section 206 of ERISA.

The approval of this Order by the Fund indicates only that the Fund has determined that the Order satisfies the requirements of a QDRO, does not violate the terms of the Plan, and is capable of administration under a reasonable construction. It is not to be taken as a determination by the Fund that the Order makes a legal, proper, fair or equitable division of property. Plan officials, Trustees and the Plan assume no responsibility to the parties for supervising the correctness or fairness of that division.

Section 11. Reservation of Jurisdiction

This Court reserves jurisdiction to amend, establish, or maintain the status of this Order as a QDRO, as provided under ERISA or the Code.

Section 12. The Parties' Cooperation

The Participant and Alternate Payee authorize the release of any information required from the Fund to facilitate implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment data and filing of a vesting application.

Section 13. Fund Rules

The terms of and rules governing the Plan shall prevail in the event of any conflict between this Order and the Plan.

Section 14 Vesting

It is expressly understood by and between all parties that benefits will be payable to the Alternate Payee pursuant to this Order only if the Participant is entitled to a pension from the Fund. If, at the time that benefits to the Alternate Payee otherwise become payable under the terms of this Order, the Participant has accrued insufficient pension credit or insufficient vesting service to be eligible for a pension from the Fund, then no payment will be made by the Fund pursuant to this Order unless and until the Participant becomes eligible for a pension.

Attorney for Participant

Attorney for Alternate Payee

Judge

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MODEL SHARED INTEREST QDRO**

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Section 1. Plan Identification

This Order applies to the Sheet Metal Workers’ National Pension Fund (“Fund” or “Plan”).

Section 2. Participant

The Participant named below is or may become eligible to receive a benefit from the Fund.

Participant’s Name: _____

Last Known Mailing Address: _____

Social Security Number: _____

Date of Birth: _____

Participant’s Counsel (if any): _____

Counsel's Address: _____

The Participant *[has/has not]* begun receiving benefit payments from the Fund *[effective_____]*.

Section 3. Alternate Payee

The Alternate Payee is a spouse, former spouse, child or other dependent of the Participant who is recognized by this Order as having a right to receive all, or a portion of the benefits payable under the Plan with respect to the Participant.

Alternate Payee's Name: _____

Last Known Mailing Address: _____

Social Security Number: _____

Date of Birth: _____

Alternate Payee's Counsel (if any): _____

Counsel's Address: _____

Section 4. Amount of Benefit

The Alternate Payee is assigned and the Fund is directed to pay the lesser of *[\$_____from or_____% of (choose one)]* the Participant's monthly benefit or the Participant's total monthly benefit.

Section 5. Form of Benefit

The Alternate Payee will receive his/her benefit as a share of the Participant's benefit.

Section 6. Benefit Commencement

The Alternate Payee may elect to commence receiving his/her benefits at any time after the Participant retires and begins to receive benefits under the Plan.

Section 7. Benefit End

The Alternate Payee's benefit under Section 4 will be paid until the earlier of the Participant's or the Alternate Payee's death, but shall not be payable during any period that benefits with respect to the Participant are suspended under the terms of the Plan.

Section 8. Participant's Death

If the Participant predeceases the Alternate Payee prior to either party commencing his/her benefits, the Alternate Payee will be treated as the Participant's surviving spouse for purposes of the pre-retirement survivor annuity benefit available under the Plan. The [Alternate Payee](#) is awarded that part of the preretirement survivor annuity accrued from the date of marriage until the date of [separation/divorce (choose one)]

Or

The Alternate Payee will not be treated as the surviving spouse for purposes of the pre-retirement survivor annuity benefit available under the Plan.

Section 9. Alternate Payee's Death

If the Alternate Payee predeceases the Participant, the Alternate Payee's benefit will revert to the Participant and the Participant will receive the full monthly benefit awarded at his/her retirement.

Section 10. Compliance with Applicable Laws

Nothing in this Order requires the Fund to:

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

Section 11. Fund's Discharge of Liability

The Participant and Alternate Payee consent to the division of benefits set forth herein

and agree to waive any claim against the Trustees and/or the Fund Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order and applicable law. The Fund and its sponsors, employees, agents and fiduciaries shall be discharged from liability to the extent of any payments made pursuant to this Order, as provided in Section 206 of ERISA.

The approval of this Order by the Fund indicates only that the Fund has determined that the Order satisfies the requirements of a QDRO, does not violate the terms of the Plan, and is capable of administration under a reasonable construction. It is not to be taken as a determination by the Fund that the Order makes a legal, proper, fair or equitable division of property. Plan officials, Trustees and the Plan assume no responsibility to the parties for supervising the correctness or fairness of that division.

Section 12. Reservation of Jurisdiction

This Court reserves jurisdiction to amend, establish, or maintain the status of this Order as a QDRO, as provided under ERISA or the Code.

Section 13. The Parties' Cooperation

The Participant and Alternate Payee authorize the release of any information required from the Fund to facilitate implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment data and filing of a vesting application.

Section 14. Fund Rules

The terms of and rules governing the Plan shall prevail in the event of any conflict between this Order and the Plan.

Attorney for Participant

Attorney for Alternate Payee

Judge