

This model QDRO language is provided for the convenience of counsel. It is intended as illustrative guidance of the provisions that are consistent with the terms of the plan. It is neither the sole form of order that is acceptable to the plan, nor a mandatory form. Nor is it intended to be a substitute for the independent judgment and acumen of counsel to the parties.

MODEL QUALIFIED DOMESTIC RELATIONS ORDER
UNDER THE ALASKA-TEAMSTER EMPLOYER PENSION PLAN
FOR A NON-RETIRED PLAN PARTICIPANT

1. This order is intended to be a Qualified Domestic Relations Order within the meaning of § 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1056(d)(3), and of 26 U.S.C. § 414(p) of the Internal Revenue Code.

2. This order relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of Participant.

3. This order is made pursuant to the domestic relations law (including community property law) of the State of **[INSERT APPLICABLE JURISDICTION]**.

4. **[INSERT NAME OF PARTICIPANT]** ("Participant") is a participant in the Alaska Teamster-Employer Pension Plan (the "Plan") and has earned certain benefits under the Plan.

5. Participant's mailing address is:

Participant's social security number is: _____.

Participant's birth date is: _____.

Participant shall advise the Plan of any change in the above mailing address.

6. **[INSERT NAME OF ALTERNATE PAYEE]** ("Alternate Payee") is the [spouse/former spouse/child/dependent]¹ of Participant, and the Court hereby awards to Alternate Payee an interest in Participant's benefits (hereinafter "Alternate Payee's Interest").

7. Alternate Payee's mailing address is:

Alternate Payee's social security number is: _____.

Alternate Payee's birth date is: _____.

Alternate Payee shall advise the Plan of any change in the above mailing address.

²[8. Alternate Payee's Interest in Participant's benefits under the Plan shall be [INSERT PERCENTAGE] percent of the following fraction:

Participant's Year of Benefit Service
Under the Plan Between [INSERT DATE OF MARRIAGE]
and [INSERT DATE OF SEPARATION/DECREE]³ divided by
Participant's Years of Benefit Service
Under the Plan as of Alternate Payee's
Annuity Starting Date, as defined herein.

Participant's years of Benefit Service shall include years of "Contributory Benefit Service" and years of "Past Benefit Service," if any, as those terms are defined in the Plan.

9. Any payment to the Alternate Payee that commences prior to the Participant's Normal Retirement Age (as defined in the Plan) and the Participant's Annuity Starting Date shall be actuarially reduced using those factors specified in the Plan for benefits payable before Normal Retirement Age. The Alternate Payee will receive a proportionate share of the Participant's subsidized early retirement benefit payable under Plan Section 8 if that benefit was earned as of the Alternate Payee's Annuity Starting Date. The Alternate Payee receives this share only to the extent and only after the Participant retires with such subsidized early retirement benefit.

10. Alternate Payee shall be entitled to begin receiving pension benefits from the Plan upon application to the Plan according to the Plan's administrative procedures. Alternate Payee shall not begin receiving benefits before the "Annuity Starting Date" which shall be the earliest possible time, pursuant to the provisions of the Pension Plan, when all the following conditions are met:

(A) The Alaska Teamster-Employer Pension Trust receives a signed qualified Order; and

⁴(B) Participant becomes vested under the Alaska Teamster-Employer Pension Plan; and

(C) Participant attains age 52 (i.e., lives to [INSERT DATE OF PARTICIPANT'S 52nd BIRTHDAY]).

The Alaska Teamster-Employer Pension Trust shall respond to inquiries from Alternate Payee regarding Participant's vesting and separation from service status; provided that, the Plan shall not be independently responsible for monitoring such status but shall check such status only at Alternate Payee's affirmative request and only from the time of such request, i.e., no such request shall impose a continuing duty on the Trust to Check Participant's vesting and separation from service status.

11. Alternate Payee shall receive pension benefits from the Plan for the time period and in one of the forms available under the Plan as elected by Alternate Payee except that Alternate Payee shall not be entitled to receive benefits in the form of a spousal joint and survivor annuity.

Choose one version of Paragraph 12

⁵[12(a). If Participant dies before Alternate Payee's Annuity Starting Date and Alternate Payee survives Participant, Alternate Payee shall share in the Death Benefit, if any, payable as a consequence of Participant's death. Alternate Payee's share of any Death Benefit will be equal to a portion of the total Death Benefit determined in the same manner as the Alternate Payee's interest was determined in paragraph 8. Alternate Payee shall be treated as a "surviving spouse" of Participant in the event a Surviving Spouse Death Benefit (Section 11.2) becomes payable as a consequence of Participant's death but only to the extent of Alternate Payee's Interest⁶. NOTE: In the event of the Participant's death before the Alternate Payee's Annuity Starting Date, such Death Benefit (if any) shall thereafter become the Alternate Payee's sole basis for payments from the Plan.

⁷[12(b). If Participant dies before Alternate Payee's Annuity Starting Date and Alternate Payee survives Participant, Alternate Payee shall be treated as the sole Surviving Spouse with respect to the portion of the Death Benefit attributable to the Participant's service under the Plan during the period of the marriage.⁸ NOTE: In the event the Participant's death before the Alternate Payee's Annuity Starting Date, such Death Benefit (if any) shall thereafter become the Alternate Payee's sole basis for payments from the Plan.

12(c). If Participant dies before Alternate Payee's Annuity Starting Date and Alternate Payee survives Participant, Alternate Payee shall share in the Death Benefit, if any, payable as a consequence of Participant's death. Alternate Payee's share of any Death Benefit will be equal to a portion of the Death Benefit determined in the manner as the Alternate Payee's Interest was determined in Paragraph 8. Provided, however, Alternate Payee shall receive no benefit in the event a Surviving Spouse Death Benefit is payable.⁹ NOTE: In the event the Participant's death before the Alternate Payee's Annuity Starting Date, such Death Benefit (if any) shall thereafter become the Alternate Payee's sole basis for payment under the Plan.

¹⁰[13. If Alternate Payee dies before the Annuity Starting Date and Participant survives Alternate Payee, neither Alternate Payee nor any other person claiming through Alternate Payee shall have any interest in Participant's benefits.

[14. If Alternate Payee dies before becoming entitled to receive all benefits pursuant to this order, the entire benefits assigned to Alternate Payee pursuant to this order shall be assigned to the ["Children"] of the Participant, in equal amounts, subject to all the terms and conditions of this order as if Children were Alternate Payee. Children are entitled to receive benefits under the domestic relations law of the State of [INSERT APPLICABLE JURISDICTION]. If, however, Alternate Payee and Children all die before any of them becomes entitled to receive benefits pursuant to this Order, the entire benefit assigned to Alternate Payee pursuant to this Order shall revert to Participant.

The [Child or Children][is a child or are children] as defined under the domestic relations law of the [INSERT APPLICABLE JURISDICTION] and, therefore, qualify as Alternate Payees under section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1056(d)(3).

Child's/Children's last known mailing address is:

Child's social security number is: _____ . [Note: please list all children, if 2 or more]

Child's birth date is: _____ .


Child shall advise the Plan of any change in the above mailing address.

15. This qualified domestic relations order is not intended to require the Plan to provide any type or form of benefits or any option not otherwise provided by the Plan, nor shall this Order require the Plan to provide for increased benefits not required by the Plan. This Order does not require the Plan to provide benefits to Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified order.

DATED: _____, 20____.

JUDGE

SUBMITTED BY (Signatures):


Attorney for Participant or Participant


Attorney for Alternate Payee or Alternate Payee

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1. Choose applicable description.
 2. Paragraph 8 should be used where the Alternate Payee is the Spouse of Participant, where the Court is awarding an interest in Participant's benefit to the Spouse as marital property and where the order, as required by California law, for example, is intended to award an interest only in the community property portion of the Participant's benefit.
 3. Choose applicable date.
 4. If the participant is vested under the Plan, you may delete Paragraph (B) and also delete the references to "vesting" in the following paragraph. You must then renumber Paragraphs (C) and (D) as (B) and (C), respectively.
 5. Choose only one version of paragraph 13.
 6. The Plan currently pays a pre-retirement Surviving Spouse Death Benefit that is equal to 66b% of the reduced retirement benefit the Participant would have received if he/she had retired on the date of death. Therefore, under option 13(a), the value of the Alternate Payee's portion of the Participant's Death Benefit generally will be less than the value of the Alternate Payee's portion of the Participant's Retirement Benefit. Also, if the Participant dies before the Alternate Payee's Annuity Starting Date, no benefits will be paid in a lump sum form. This version of Paragraph 13 may be used only if the Alternate Payee is the spouse or former spouse of the Participant because under ERISA, only a spouse or former spouse may be treated as a "Surviving Spouse."
 7. This version of paragraph 13 should be used only if Alternate Payee is either the spouse or former spouse of Participant. Choose only one version of paragraph 13.
 8. Under option 13(b), the Alternate Payee receives the entire Death Benefit (currently 66b% of the reduce retirement benefit the Participant would have received if the Participant retired on the date of death) accrued during the course of the marriage. This will result in any Surviving Spouse receiving no Death Benefit for benefits accrued during the course of the marriage between the Participant and the Alternate Payee.
 9. The Plan pays a lesser Death Benefit if there is no Surviving Spouse. Therefore, this version of Paragraph 13 should be used only if Alternate Payee is neither the spouse nor former spouse of the Participant.
 10. Under ERISA only a spouse, former spouse, child or other dependent can be named as an alternate payee. If the alternate payee wishes to name beneficiaries, they must be named as contingent alternate payees in the order and must qualify as such under ERISA.
 11. Under ERISA only a spouse, former spouse, child or other dependent can be named as an alternate payee. If the alternate payee wishes to name beneficiaries, they must be named as contingent alternate payees in the order and must qualify as such under ERISA. If there are children of the marriage and the parties wish to name the children as contingent alternates, insert Paragraph 15. The children would then be eligible to receive the alternate payee's interest or remaining interest.