



**Adopted in House Comm. on May 24, 2005**

09400SB1446ham001

LRB094 09006 AMC 45893 a

1 AMENDMENT TO SENATE BILL 1446

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 1446 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Pension Code is amended by  
5 changing Section 1-119 as follows:

6 (40 ILCS 5/1-119)

7 Sec. 1-119. Qualified Illinois Domestic Relations Orders.

8 (a) For the purposes of this Section:

9 (1) "Alternate payee" means the spouse, former spouse,  
10 child, or other dependent of a member, as designated in a  
11 QILDRO.

12 (2) "Death benefit" means any nonperiodic benefit  
13 payable upon the death of a member to a survivor of the  
14 member or to the member's estate or designated beneficiary,  
15 including any refund of contributions following the  
16 member's death, whether or not the benefit is so called  
17 under the applicable Article of this Code.

18 (3) "Disability benefit" means any periodic or  
19 nonperiodic benefit payable to a disabled member based on  
20 occupational or nonoccupational disability or disease,  
21 including any periodic or nonperiodic increases in the  
22 benefit, whether or not the benefit is so called under the  
23 applicable Article of this Code.

24 (4) "Member" means any person who participates in or

1 has service credits in a retirement system, including a  
2 person who is receiving or is eligible to receive a  
3 retirement or disability benefit, without regard to  
4 whether the person has withdrawn from service.

5 (5) "Member's refund" means a return of all or a  
6 portion of a member's contributions that is elected by the  
7 member (or provided by operation of law) and is payable  
8 before the member's death.

9 (5.5) "Permissive service" means service credit  
10 purchased by the member, unused vacation, and unused sick  
11 leave that the retirement system includes by statute in a  
12 member's benefit calculations.

13 (6) "Qualified Illinois Domestic Relations Order" or  
14 "QILDRO" means an Illinois court order that creates or  
15 recognizes the existence of an alternate payee's right to  
16 receive all or a portion of a member's accrued benefits in  
17 a retirement system, is issued pursuant to this Section and  
18 Section 503(b)(2) of the Illinois Marriage and Dissolution  
19 of Marriage Act, and meets the requirements of this  
20 Section. A QILDRO is not the same as a qualified domestic  
21 relations order or QDRO issued pursuant to Section 414(p)  
22 of the Internal Revenue Code of 1986. The requirements of  
23 paragraphs (2) and (3) of that Section do not apply to  
24 orders issued under this Section and shall not be deemed a  
25 guide to the interpretation of this Section; a QILDRO is  
26 intended to be a domestic relations order within the  
27 meaning of paragraph (11) of that Section.

28 (7) "Regular payee" means the person to whom a benefit  
29 would be payable in the absence of an effective QILDRO.

30 (7.5) "Regular service" means service credit earned by  
31 the member, including a repayment of a refund for regular  
32 service that the retirement system includes by statute in a  
33 member's benefit calculations. "Regular service" does not  
34 include service credit purchased by the member, unused

1        vacation, or unused sick leave.

2            (8) "Retirement benefit" means any periodic or  
3 nonperiodic benefit payable to a retired member based on  
4 age or service, or on the amounts accumulated to the credit  
5 of the member for retirement purposes, including any  
6 periodic or nonperiodic increases in the benefit, whether  
7 or not the benefit is so called under the applicable  
8 Article of this Code.

9            (9) "Retirement system" or "system" means any  
10 retirement system, pension fund, or other public employee  
11 retirement benefit plan that is maintained or established  
12 under any of Articles 2 through 18 of this Code.

13            (10) "Surviving spouse" means the spouse of a member at  
14 the time of the member's death.

15            (11) "Survivor's benefit" means any periodic benefit  
16 payable to a surviving spouse, child, parent, or other  
17 survivor of a deceased member, including any periodic or  
18 nonperiodic increases in the benefit or nonperiodic  
19 payment included with the benefit, whether or not the  
20 benefit is so called under the applicable Article of this  
21 Code.

22            (b) (1) An Illinois court of competent jurisdiction in a  
23 proceeding for declaration of invalidity of marriage, legal  
24 separation, or dissolution of marriage that provides for  
25 support or the distribution of property, or any proceeding to  
26 amend or enforce such support or ~~a~~ property distribution, may  
27 order that all or any part of any (i) member's retirement  
28 benefit, ~~or~~ (ii) member's refund payable to or on behalf of the  
29 member, or (iii) death benefit, or portion thereof, that would  
30 otherwise be payable to the member's death benefit  
31 beneficiaries or estate be instead paid by the retirement  
32 system to the ~~a designated alternate~~ payee.

33            (2) An order issued under this Section provides only for  
34 the diversion to an alternate payee of certain benefits

1 otherwise payable by the retirement system under the provisions  
2 of this Code. The existence of a QILDRO shall not cause the  
3 retirement system to pay any benefit, or any amount of benefit,  
4 to an alternate payee that would not have been payable by the  
5 system to a regular payee in the absence of the QILDRO.

6 (3) A QILDRO shall not affect the vesting, accrual, or  
7 amount of any benefit, nor the date or conditions upon which  
8 any benefit becomes payable, nor the right of the member or the  
9 member's survivors to make any election otherwise authorized  
10 under this Code, except as provided in subsections (i) and (j).

11 (4) A QILDRO shall not apply to or affect the payment of  
12 any survivor's benefit, ~~death benefit~~, disability benefit,  
13 life insurance benefit, or health insurance benefit.

14 (c) (1) A QILDRO must contain the name, mailing ~~residence~~  
15 address, and social security number of the member and of the  
16 alternate payee and must identify the retirement system to  
17 which it is directed and the court issuing the order.

18 (2) A QILDRO must specify each benefit to which it applies,  
19 and it must specify the amount of the benefit to be paid to the  
20 alternate payee. In the case of a non-periodic benefit, this  
21 amount must be specified as a dollar amount or as a percentage  
22 as specifically provided in subsection (n). In the case of a  
23 periodic benefit, this amount must be specified as a dollar  
24 amount per month or as a percentage per month as specifically  
25 provided in subsection (n), ~~which in the case of a nonperiodic~~  
26 ~~benefit shall be expressed as a dollar amount (except that a~~  
27 ~~nonperiodic benefit payable to an alternate payee of a~~  
28 ~~participant in the self managed plan authorized under Article~~  
29 ~~15 of this Code may be expressed as a dollar amount or as a~~  
30 ~~percentage of the participant's account), and in the case of a~~  
31 ~~periodic benefit shall be expressed as a dollar amount per~~  
32 ~~month.~~

33 (3) With respect to each benefit to which it applies, a  
34 QILDRO must specify when the order will take effect. In the

1 case of a lump sum benefit payable to an alternate payee of a  
2 participant in the self-managed plan authorized under Article  
3 15 of this Code, the benefit shall be paid upon the proper  
4 request of the alternate payee. In the case of a periodic  
5 benefit that is being paid at the time the order is received, a  
6 QILDRO shall take effect immediately or on a specified later  
7 date; if it takes effect immediately, it shall become effective  
8 on the first benefit payment date occurring at least 30 days  
9 after the order is received by the retirement system. In the  
10 case of any other benefit, a QILDRO shall take effect when the  
11 benefit becomes payable, unless some later date is specified  
12 pursuant to subsection (n). ~~except that a lump sum benefit~~  
13 ~~payable to an alternate payee of a participant in the~~  
14 ~~self managed plan authorized under Article 15 of this Code may~~  
15 ~~be paid upon the request of the alternate payee.~~ However, in no  
16 event shall a QILDRO apply to any benefit paid by the  
17 retirement system before or within 30 days after the order is  
18 received. A retirement system may adopt rules to prorate the  
19 amount of the first and final periodic payments to an alternate  
20 payee.

21 (4) A QILDRO must also contain any provisions required  
22 under subsection (n) or (p).

23 (5) If a QILDRO indicates that the alternate payee is to  
24 receive a percentage of any retirement system benefit, the  
25 calculations required shall be performed by the member, the  
26 alternate payee, their designated representatives or their  
27 designated experts. The results of said calculations shall be  
28 provided to the retirement system via a QILDRO Calculation  
29 Court Order issued by an Illinois court of competent  
30 jurisdiction in a proceeding for declaration of invalidity of  
31 marriage, legal separation, or dissolution of marriage. The  
32 QILDRO Calculation Court Order shall follow the form provided  
33 in subsection (n-5). The retirement system shall have no duty  
34 or obligation to assist in such calculations or in completion

1 of the QILDRO Calculation Court Order, other than to provide  
2 the information required to be provided pursuant to subsection  
3 (h).

4 (6) Within 45 days after the receipt of a QILDRO  
5 Calculation Court Order, the retirement system shall notify the  
6 member and the alternate payee (or one designated  
7 representative of each) of the receipt of the Order. If a valid  
8 QILDRO underlying the QILDRO Calculation Court Order has not  
9 been filed with the retirement system, or if the QILDRO  
10 Calculation Court Order does not clearly indicate the amount  
11 the retirement system is to pay to the alternate payee, then  
12 the retirement system shall at the same time notify the member  
13 and the alternate payee (or one designated representative of  
14 each) of the situation. Unless a valid QILDRO has not been  
15 filed with the retirement system, or the QILDRO Calculation  
16 Court Order does not clearly indicate the amount the retirement  
17 system is to pay the alternate payee, the retirement system  
18 shall implement the QILDRO based on the QILDRO Calculation  
19 Court Order as soon as administratively possible once benefits  
20 are payable. The retirement system shall have no obligation to  
21 make any determination as to whether the calculations in the  
22 QILDRO Calculation Court Order are accurate or whether the  
23 calculations are in accordance with the parties' QILDRO,  
24 agreement, or judgment. The retirement system shall not reject  
25 a QILDRO Calculation Court Order because the calculations are  
26 not accurate or not in accordance with the parties' QILDRO,  
27 agreement, or judgment. The retirement system shall have no  
28 responsibility for the consequences of its implementation of a  
29 QILDRO Calculation Court Order that is inaccurate or not in  
30 accordance with the parties' QILDRO, agreement, or judgment.

31 (d) (1) An order issued under this Section shall not be  
32 implemented unless a certified copy of the order has been filed  
33 with the retirement system. The system shall promptly notify  
34 the member and the alternate payee by first class mail of its

1 receipt of the order.

2 (2) Neither the retirement system, nor its board, nor any  
3 of its employees shall be liable to the member, the regular  
4 payee, or any other person for any amount of a benefit that is  
5 paid in good faith to an alternate payee in accordance with a  
6 QILDRO.

7 (3) Each new or modified QILDRO or QILDRO Calculation Court  
8 Order that ~~At the time the order~~ is submitted to the retirement  
9 system, ~~it~~ shall be accompanied by a nonrefundable \$50  
10 processing fee payable to the retirement system, to be used by  
11 the system to defer any administrative costs arising out of the  
12 implementation of the order ~~QILDRO~~.

13 (e) (1) Each alternate payee is responsible for maintaining  
14 a current mailing ~~residence~~ address on file with the retirement  
15 system. The retirement system shall have no duty to attempt to  
16 locate any alternate payee by any means other than sending  
17 written notice to the last known address of the alternate payee  
18 on file with the system.

19 (2) In the event that the system cannot locate an alternate  
20 payee when a benefit becomes payable, the system shall hold the  
21 amount of the benefit payable to the alternate payee and make  
22 payment to the alternate payee if he or she is located within  
23 the following 180 days. If the alternate payee has not been  
24 located within 180 days from the date the benefit becomes  
25 payable, the system shall pay the benefit and the amounts held  
26 to the regular payee. If the alternate payee is subsequently  
27 located, the system shall thereupon implement the QILDRO, but  
28 the interest of the alternate payee in any amounts already paid  
29 to the regular payee shall be extinguished. Amounts held under  
30 this subsection shall not bear interest.

31 (f) (1) If the amount of a benefit that is specified in a  
32 QILDRO or QILDRO Calculation Court Order for payment to an  
33 alternate payee exceeds the actual amount of that benefit  
34 payable by the retirement system, the excess shall be

1 disregarded. The retirement system shall have no liability to  
2 any alternate payee or any other person for the disregarded  
3 amounts.

4 (2) In the event of multiple QILDROs against a member, the  
5 retirement system shall honor all of the QILDROs to the extent  
6 possible. However, if the total amount of a benefit to be paid  
7 to alternate payees under all QILDROs in effect against the  
8 member exceeds the actual amount of that benefit payable by the  
9 system, the QILDROs shall be satisfied in the order of their  
10 receipt by the system until the amount of the benefit is  
11 exhausted, and shall not be adjusted pro rata. Any amounts that  
12 cannot be paid due to exhaustion of the benefit shall remain  
13 unpaid, and the retirement system shall have no liability to  
14 any alternate payee or any other person for such amounts.

15 (3) A modification of a QILDRO shall be filed with the  
16 retirement system in the same manner as a new QILDRO. A  
17 modification that does not increase the amount of any benefit  
18 payable to the alternate payee, as that amount was designated  
19 in the QILDRO, and does not expand the QILDRO to affect any  
20 benefit not affected by the unmodified QILDRO, does not affect  
21 the priority of payment under subdivision (f) (2); the priority  
22 of payment of a QILDRO that has been modified to increase the  
23 amount of any benefit payable to the alternate payee, or to  
24 expand the QILDRO to affect a benefit not affected by the  
25 unmodified QILDRO, shall be based on the date on which the  
26 system receives the modification of the QILDRO.

27 (4) A modification of a QILDRO Calculation Court Order  
28 shall be filed with the retirement system in the same manner as  
29 a new QILDRO Calculation Court Order.

30 (g) (1) Upon the death of the alternate payee under a  
31 QILDRO, the QILDRO shall expire and cease to be effective, and  
32 in the absence of another QILDRO, the right to receive any  
33 affected benefit shall revert to the regular payee.

34 (2) All QILDROs relating to a member's participation in a



1 particular retirement system shall expire and cease to be  
2 effective upon the issuance of a member's refund that  
3 terminates the member's participation in that retirement  
4 system, without regard to whether the refund was paid to the  
5 member or to an alternate payee under a QILDRO. An expired  
6 QILDRO shall not be automatically revived by any subsequent  
7 return by the member to service under that retirement system.

8 (h) (1) Within 45 days after receiving a subpoena from any  
9 party to a proceeding for declaration of invalidity of  
10 marriage, legal separation, or dissolution of marriage in which  
11 a QILDRO may be issued, or after receiving a request from the  
12 member, a retirement system shall provide in response ~~issue~~ a  
13 statement of a member's accumulated contributions, accrued  
14 benefits, and other interests in the plan administered by the  
15 retirement system based on the data on file with the system on  
16 the date the subpoena is received. If so requested in the  
17 subpoena, the retirement system shall also provide in response  
18 general retirement plan information available to a member, and  
19 ~~of~~ any relevant procedures, rules, or modifications to the  
20 model QILDRO form that have been adopted by the retirement  
21 system.

22 (1.5) If a QILDRO provides for the alternate payee to  
23 receive a percentage of a retirement benefit (as opposed to  
24 providing for the alternate payee to receive specified dollar  
25 amounts of a retirement benefit), then the retirement system  
26 shall provide the applicable information to the member and to  
27 the alternate payee, or to one designated representative of  
28 each (e.g., the member's attorney and the alternate payee's  
29 attorney) as indicated below:

30 (A) If the member is a participant in the self-managed  
31 plan authorized under Article 15 of this Code and the  
32 QILDRO provides that the only benefit the alternate payee  
33 is to receive is a percentage of a lump sum benefit as of a  
34 specific date that has already past, then, within 30 days

1 after the retirement system receives the QILDRO, the  
2 retirement system shall provide the lump sum amount to  
3 which the QILDRO percentage is to be applied.

4 (B) For all situations except that situation described  
5 in item (A), if the retirement system receives the QILDRO  
6 before the member's effective date of retirement, then,  
7 within 45 days after the retirement system receives the  
8 QILDRO, the retirement system shall provide all of the  
9 following information:

10 (i) The date of the member's initial membership in  
11 the retirement system, expressed as month, day, and  
12 year, if available, or the most exact date that is  
13 available to the retirement system.

14 (ii) The amount of permissive and regular service  
15 the member accumulated in the retirement system from  
16 the time of initial membership through the most recent  
17 date available prior to the retirement system  
18 receiving the QILDRO (the dates used by the retirement  
19 system shall also be provided). Service amounts shall  
20 be expressed using the most exact time increments  
21 available to the retirement system (e.g., months or  
22 fractions of years).

23 (iii) The gross amount of the member's non-reduced  
24 monthly annuity benefit earned, calculated as of the  
25 most recent date available prior to the retirement  
26 system receiving the QILDRO, the date used by the  
27 retirement system, and the earliest date the member may  
28 be eligible to commence the benefit. This amount shall  
29 include any permissive service and upgrades purchased  
30 by the member, and those amounts shall be noted  
31 separately.

32 (iv) The gross amount of the member's refund or  
33 partial refund, including any interest payable on  
34 those amounts, calculated as of the most recent date

1           available prior to the retirement system receiving the  
2           QILDRO (the date used by the retirement system shall  
3           also be provided).

4           (v) The gross amount of the death benefits that  
5           would be payable to the member's death benefit  
6           beneficiaries or estate, assuming the member died on  
7           the date or a date as close as possible to the date the  
8           QILDRO was received by the retirement system,  
9           including any interest payable on the amounts,  
10           calculated as of the most recent date available prior  
11           to the retirement system receiving the QILDRO (the date  
12           used by the retirement system shall also be provided).

13           (vi) Whether the member has notified the  
14           retirement system of the date the member intends to  
15           retire, and if so, that date.

16           (vii) If the member has provided a date that he or  
17           she intends to retire, the date, if available, that the  
18           retirement system reasonably believes will be the  
19           member's effective date of retirement.

20           (C) For all situations except that situation described  
21           in item (A), if the retirement system receives the QILDRO  
22           after the effective date of retirement, then, within 45  
23           days after the retirement system receives the QILDRO, or,  
24           if the retirement system receives the QILDRO before the  
25           member's effective date of retirement, then as soon as  
26           administratively possible before or after the member's  
27           effective date of retirement (but not later than 45 days  
28           after the member's effective date of retirement), the  
29           retirement system shall provide all of the following  
30           information:

31           (i) The member's effective date of retirement.

32           (ii) The date the member commenced benefits or, if  
33           not yet commenced, the date the retirement system has  
34           scheduled the member's benefits to commence.

1           (iii) The amount of permissive and regular service  
2           the member accumulated in the retirement system from  
3           the time of initial membership through the member's  
4           effective date of retirement. Service amounts shall be  
5           expressed using the most exact time increments  
6           available to the retirement system (e.g., months or  
7           fractions of years).

8           (iv) The gross amount of the member's monthly  
9           annuity benefit, calculated as of the member's  
10           effective date of retirement. This amount shall  
11           include any permissive service and upgrades purchased  
12           by the member, and those amounts shall be noted  
13           separately.

14           (v) The gross amount of the member's refund or  
15           partial refund, including any interest payable on  
16           those amounts, calculated as of the member's effective  
17           date of retirement.

18           (vi) The gross amount of death benefits that would  
19           be payable to the member's death benefit beneficiaries  
20           or estate, assuming the member died on the member's  
21           effective date of retirement, including any interest  
22           payable on those amounts.

23           (D) If, and only if, the alternate payee is entitled to  
24           benefits under Section VII of the QILDRO, then, within 45  
25           days after the retirement system receives notice of the  
26           member's death, the retirement system shall provide the  
27           gross amount of death benefits payable, including any  
28           interest payable on those amounts, calculated as of the  
29           member's date of death.

30           (2) In no event shall the retirement system be required to  
31           furnish to any person an actuarial opinion as to the present  
32           value of the member's benefits or other interests.

33           (3) The papers, entries, and records, or parts thereof, of  
34           any retirement system may be proved by a copy thereof,

1 certified under the signature of the secretary of the system or  
2 other duly appointed keeper of the records of the system and  
3 the corporate seal, if any.

4 (i) In a retirement system in which a member or beneficiary  
5 is required to apply to the system for payment of a benefit,  
6 the required application may be made by an alternate payee who  
7 is entitled to all of a termination refund or retirement  
8 benefit or part of a death benefit that is payable ~~that benefit~~  
9 under a QILDRO, provided that all other qualifications and  
10 requirements have been met. However, the alternate payee may  
11 not make the required application for death benefits while the  
12 member is alive or for a member's refund or a retirement  
13 benefit if the member is in active service or below the minimum  
14 age for receiving an undiscounted retirement annuity in the  
15 retirement system that has received the QILDRO or in any other  
16 retirement system in which the member has regular or permissive  
17 ~~creditable~~ service and in which the member's rights under the  
18 Retirement Systems Reciprocal Act would be affected as a result  
19 of the alternate payee's application for a member's refund or  
20 retirement benefit.

21 (j) (1) So long as there is in effect a QILDRO relating to  
22 a member's retirement benefit, the affected member may not  
23 elect a form of payment that has the effect of diminishing the  
24 amount of the payment to which any alternate payee is entitled,  
25 unless the alternate payee has consented to the election in a  
26 writing that includes the alternate payee's notarized  
27 signature, and this written and notarized consent has been  
28 filed with the retirement system.

29 (2) If a member attempts to make an election prohibited  
30 under subdivision (j)(1), the retirement system shall reject  
31 the election and advise the member of the need to obtain the  
32 alternate payee's consent.

33 (3) If a retirement system discovers that it has mistakenly  
34 allowed an election prohibited under subdivision (j)(1), it

1 shall thereupon disallow that election and recalculate any  
2 benefits affected thereby. If the system determines that an  
3 amount paid to a regular payee should have been paid to an  
4 alternate payee, the system shall, if possible, recoup the  
5 amounts as provided in subsection (k) of this Section.

6 (k) In the event that a regular payee or an alternate payee  
7 is overpaid, the retirement system shall have the authority to  
8 and shall recoup the amounts by deducting the overpayment from  
9 future payments and making payment to the other payee. The  
10 system may make deductions for recoupment over a period of time  
11 in the same manner as is provided by law or rule for the  
12 recoupment of other amounts incorrectly disbursed by the system  
13 in instances not involving a QILDRO. The retirement system  
14 shall incur no liability to either the alternate payee or the  
15 regular payee as a result of any payment made in good faith,  
16 regardless of whether the system is able to accomplish  
17 recoupment.

18 (1) (1) A retirement system that has, before the effective  
19 date of this Section, received and implemented a domestic  
20 relations order that directs payment of a benefit to a person  
21 other than the regular payee may continue to implement that  
22 order, and shall not be liable to the regular payee for any  
23 amounts paid in good faith to that other person in accordance  
24 with the order.

25 (2) A domestic relations order directing payment of a  
26 benefit to a person other than the regular payee that was  
27 issued by a court but not implemented by a retirement system  
28 prior to the effective date of this Section shall be void.  
29 However, a person who is the beneficiary or alternate payee of  
30 a domestic relations order that is rendered void under this  
31 subsection may petition the court that issued the order for an  
32 amended order that complies with this Section.

33 (3) A retirement system that received a valid QILDRO before  
34 the effective date of this amendatory Act of the 94th General

1 Assembly shall continue to implement the QILDRO and shall not  
2 be liable to any party for amounts paid in good faith pursuant  
3 to the QILDRO.

4 (m) (1) In accordance with Article XIII, Section 5 of the  
5 Illinois Constitution, which prohibits the impairment or  
6 diminishment of benefits granted under this Code, a QILDRO  
7 issued against a member of a retirement system established  
8 under an Article of this Code that exempts the payment of  
9 benefits or refunds from attachment, garnishment, judgment or  
10 other legal process shall not be effective without the written  
11 consent of the member if the member began participating in the  
12 retirement system on or before the effective date of this  
13 Section. That consent must specify the retirement system, the  
14 court case number, and the names and social security numbers of  
15 the member and the alternate payee. The consent must accompany  
16 the QILDRO when it is filed with the retirement system, and  
17 must be in substantially the following form:

18 CONSENT TO ISSUANCE OF QILDRO

19 Case Caption: .....  
20 Court Case Number: .....  
21 Member's Name: .....  
22 Member's Social Security Number: .....  
23 Alternate payee's Name: .....  
24 Alternate payee's Social Security Number: .....

25 I, (name), a member of the (retirement system), hereby  
26 irrevocably consent to the issuance of a Qualified Illinois  
27 Domestic Relations Order. I understand that under the Order,  
28 certain benefits that would otherwise be payable to me, or to  
29 my death benefit beneficiaries ~~surviving spouse~~ or estate, will  
30 instead be payable to (name of alternate payee). I also  
31 understand that my right to elect certain forms of payment of  
32 my retirement benefit or member's refund may be limited as a

1 result of the Order.

2 DATED:.....

3 SIGNED:.....

4 (2) A member's consent to the issuance of a QILDRO shall be  
5 irrevocable, and shall apply to any QILDRO that pertains to the  
6 alternate payee and retirement system named in the consent.

7 (n) A QILDRO ~~An order~~ issued under this Section shall be in  
8 substantially the following form (omitting any provisions that  
9 are not applicable to benefits that are or may be ultimately  
10 payable to the member):

11 QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER

12 .....

13 (Enter Case Caption Here)

14 .....

15 (Enter Retirement System Name Here)

16 THIS CAUSE coming before the Court for the purpose of the  
17 entry of a Qualified Illinois Domestic Relations Order under  
18 the provisions of Section 1-119 of the Illinois Pension Code  
19 (40 ILCS 5/1-119), the Court having jurisdiction over the  
20 parties and the subject matter hereof; the Court finding that  
21 one of the parties to this proceeding is a member of a  
22 retirement system subject to Section 1-119 of the Illinois  
23 Pension Code (40 ILCS 5/1-119), this Order is entered to  
24 implement a division of that party's interest in the retirement  
25 system; and the Court being fully advised;

26 IT IS HEREBY ORDERED AS FOLLOWS:

27 I. The definitions and other provisions of Section 1-119 of  
28 the Illinois Pension Code (40 ILCS 5/1-119) are adopted by



1 reference and made a part of this Order.

2 II. Identification of Retirement System and parties:

3 Retirement System: .....

4 (Name)

6 .....

7 (Address)

8 Member: .....

9 (Name)

11 .....

12 (Mailing Address)

14 .....

15 (Social Security Number)

16 Alternate payee: .....

17 (Name)

19 .....

20 (Mailing Address)

22 .....

23 (Social Security Number)

24 The alternate payee is the member's .... current or former  
25 spouse/ .... child or other dependent [ check one] .

26 III. The Retirement System shall pay the indicated amounts  
27 of the member's retirement benefits to the alternate payee

1 under the following terms and conditions:

2 (A) The Retirement System shall pay the alternate payee  
3 pursuant to one of the following methods [complete the ONE  
4 option that applies]:

5 (1) \$..... per month [enter amount]; or

6 (2) .....% [enter percentage] per month of the  
7 marital portion of said benefit with the marital  
8 portion defined using the formula in Section IX; or

9 (3) .....% [enter percentage] per month of the  
10 gross amount of said benefit calculated as of the date  
11 the .... member's/ .... alternate payee's [check one]  
12 benefit commences [check alternate payee only if the  
13 alternate payee will commence benefits after the  
14 member commences benefits, e.g. if the member is  
15 receiving retirement benefits at the time this Order is  
16 entered].

17 (B) If the member's retirement benefit has already  
18 commenced, payments to the alternate payee shall commence  
19 either [check/complete the ONE option that applies]:

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

23 (2) .... on the date of ..... [enter any benefit  
24 payment date that will occur at least 30 days after the  
25 date the retirement system receives a valid QILDRO, but  
26 ONLY if payment to the alternate payee is to be delayed  
27 to some future date; otherwise, check item (1) above].

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

31 (D) Payments to the alternate payee under this Section  
32 III shall terminate [check/complete the ONE option that  
33 applies]:

34 (1) .... upon the death of the member or the death

1           of the alternate payee, whichever is the first to  
2           occur; or

3           (2) .... after ..... payments are made to the  
4           alternate payee [enter any set number] or upon the  
5           death of the member or the death of the alternate  
6           payee, whichever is the first to occur.

7           IV. If the member's retirement benefits are subject to  
8           annual post-retirement increases, the alternate payee's share  
9           of said benefits .... shall/ .... shall not [check one] be  
10           recalculated or increased annually to include a proportionate  
11           share of the applicable annual increases.

12           V. The Retirement System shall pay to the alternate payee  
13           the indicated amounts of any refund or lump sum retirement  
14           benefit that becomes payable to the member upon termination,  
15           under the following terms and conditions:

16           (A) The Retirement System shall pay the alternate payee  
17           pursuant to one of the following methods [complete the ONE  
18           option that applies]:

19           (1) \$..... [enter amount]; or

20           (2) .....% [enter percentage] of the marital  
21           portion of the refund or lump sum retirement benefit,  
22           with the marital portion defined using the formula in  
23           Section IX; or

24           (3) .....% [enter percentage] of the gross amount  
25           of the refund or lump sum retirement benefit,  
26           calculated when the member's refund or lump sum  
27           retirement benefit is paid.

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

32           (C) The alternate payee's benefit under this Section V  
33           shall be paid when the member's benefit is paid.

34           VI. The Retirement System shall pay to the alternate payee

1 the indicated amounts of any partial refund that becomes  
2 payable to the member under the following terms and conditions:

3 (A) The Retirement System shall pay the alternate payee  
4 pursuant to one of the following methods [complete the ONE  
5 option that applies]:

6 (1) \$..... [enter amount]; or

7 (2) .....% [enter percentage] of the marital  
8 portion of said benefit, with the marital portion  
9 defined using the formula in Section IX; or

10 (3) .....% [enter percentage] of the gross amount  
11 of the benefit calculated when the member's refund is  
12 paid.

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

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

20 VII. The Retirement System shall pay to the alternate payee  
21 the indicated amounts of any death benefits that become payable  
22 to the member's death benefit beneficiaries or estate under the  
23 following terms and conditions:

24 (A) To the extent and only to the extent required to  
25 effectuate this Section VII, the alternate payee shall be  
26 designated as and considered to be a beneficiary of the  
27 member at the time of the member's death and shall receive  
28 [complete ONE of the following options]:

29 (1) \$..... [enter amount]; or

30 (2) .....% [enter percentage] of the marital  
31 portion of death benefits, with the marital portion  
32 defined using the formula in Section IX; or

33 (3) .....% [enter percentage] of the gross amount  
34 of death benefits calculated when said benefits become

1           payable.

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

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

9           VIII. If this Order indicates that the alternate payee is  
10          to receive a percentage of any retirement benefit or refund,  
11          upon receipt of the information required to be provided by the  
12          Retirement System under Section 1-119 of the Illinois Pension  
13          Code (40 ILCS 5/1-119), the calculations required shall be  
14          performed by the member, by the alternate payee, or by their  
15          designated representatives or designated experts. The results  
16          of the calculations shall be provided to the Retirement System  
17          via a QILDRO Calculation Court Order in accordance with Section  
18          1-119 of the Illinois Pension Code.

19          IX. Marital Portion Benefit Calculation Formula (Option to  
20          calculate benefit in items III(A) (2), V(A) (2), VI(A) (2), and  
21          VII(A) (2) above). If in this Section "other" is circled in the  
22          definition of A, B, or C, then a supplemental order must be  
23          entered simultaneously with this QILDRO clarifying the intent  
24          of the parties or the Court as to that item. The supplemental  
25          order cannot require the Retirement System to take any action  
26          not permitted under Illinois law or the Retirement System's  
27          administrative rules. To the extent that the supplemental order  
28          does not conform to Illinois law or administrative rule, it  
29          shall not be binding upon the Retirement System.

30          (1) The amount of the alternate payee's benefit shall  
31          be the result of (A/B) x C x D where:

32                  "A" equals the number of months of .... regular/  
33                  .... regular plus permissive/ .... other [check only  
34                  one] service that the member accumulated in the

1           Retirement System from the date of marriage  
 2           ..... [enter date MM/DD/YYYY] to the  
 3           date of divorce ..... [enter date  
 4           MM/DD/YYYY]. This number of months of service shall be  
 5           calculated as whole months after receipt of  
 6           information required from the Retirement System  
 7           pursuant to Section 1-119 of the Illinois Pension Code  
 8           (40 ILCS 5/1-119).

9           "B" equals the number of months of .... regular/  
 10           .... regular plus permissive/ .... other [check only  
 11           one] service that the member accumulated in the  
 12           Retirement System from the time of initial membership  
 13           in the Retirement System through the member's  
 14           effective date of retirement. The number of months of  
 15           service shall be calculated as whole months after  
 16           receipt of information required from the Retirement  
 17           System pursuant to Section 1-119 of the Illinois  
 18           Pension Code (40 ILCS 5/1-119).

19           "C" equals the gross amount of:

20           (i) the member's monthly retirement benefit  
 21           (Section III(A)) calculated as of the member's  
 22           effective date of retirement, .... including/ ....  
 23           not including/ .... other [check only one]  
 24           permissive service, upgrades purchased, and other  
 25           benefit formula enhancements;

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

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

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

6           whichever are applicable pursuant to Section III, V,  
7           VI, or VII of this Order. These gross amounts shall be  
8           provided by the Retirement System pursuant to Section  
9           1-119 of the Illinois Pension Code (40 ILCS 5/1-119).

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

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

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

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

29           XII. The Court retains jurisdiction over this matter for  
30           all of the following purposes:

31           (1) To establish or maintain this Order as a Qualified  
32           Illinois Domestic Relations Order.

33           (2) To enter amended QILDROs and QILDRO Calculation  
34           Court Orders to conform to the parties' Marital Settlement

1 Agreement or Agreement for Legal Separation ("Agreement"),  
 2 to the parties' Judgment for Dissolution of Marriage or  
 3 Judgment for Legal Separation ("Judgment"), to any  
 4 modifications of the parties' Agreement or Judgment, or to  
 5 any supplemental orders entered to clarify the parties'  
 6 Agreement or Judgment.

7 (3) To enter supplemental orders to clarify the intent  
 8 of the parties or the Court regarding the benefits  
 9 allocated herein in accordance with the parties' Agreement  
 10 or Judgment, with any modifications of the parties'  
 11 Agreement or Judgment, or with any supplemental orders  
 12 entered to clarify the parties' Agreement or Judgment. A  
 13 supplemental order may not require the Retirement System to  
 14 take any action not permitted under Illinois law or the  
 15 Retirement System's administrative rules. To the extent  
 16 that the supplemental order does not conform to Illinois  
 17 law or administrative rule, it shall not be binding upon  
 18 the Retirement System.

19 DATED: .....

20 SIGNED: .....

21 [ Judge's Signature]

22 (n-5) A QILDRO Calculation Court Order issued under this  
 23 Section shall be in substantially the following form:

24 QILDRO Calculation Court Order

25 .....

26 [ Enter case caption here]

27 .....

28 [ Enter Retirement System name here]





1 Alternate payee: .....

2 (Name)

3

4 .....

5 (Mailing Address)

6

7 .....

8 (Social Security Number)

9 The Alternate payee is the member's .... current or former  
 10 spouse/ .... child or other dependent [ check one] .

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

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

21 (...../.....) X ..... X ..... = .....  
 22 [ Enter A] [ Enter B] [ Enter C] [ Enter D] [ Monthly Amount]

23 (b) The alternate payee's benefit pursuant to QILDRO  
 24 Section V(A) (2) shall be calculated pursuant to Section IX  
 25 of the QILDRO and paid as follows:

26 (...../.....) X ..... X ..... = .....  
 27 [ Enter A] [ Enter B] [ enter C] [ Enter D] [ Amount]

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

4           (...../.....) X ..... X ..... = .....  
 5           [ Enter A] [ Enter B] [ Enter C]        [ Enter D]            [ Amount]

6           (d) The alternate payee's benefit pursuant to QILDRO  
 7           Section VII(A) (2) shall be calculated pursuant to Section  
 8           IX of the QILDRO and paid as follows:

9           (...../.....) X ..... X ..... = .....  
 10          [ Enter A] [ Enter B] [ Enter C]        [ Enter D]            [ Amount]

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

16          (4) The following shall apply only if the QILDRO allocated  
 17          benefits to the alternate payee in the specific Section noted.  
 18          The Retirement System shall pay the monthly amounts as directed  
 19          below, but only if and when the benefits are payable pursuant  
 20          to the QILDRO and Section 1-119 of the Illinois Pension Code  
 21          (40 ILCS 5/1-119).

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

24               ..... X ..... = .....  
 25               [ Gross benefit amount]    [ Percentage]            [ Monthly Amount]

26               (B) The alternate payee's benefit pursuant to QILDRO  
 27               Section V(A) (3) shall be calculated and paid as follows:

1 ..... X ..... = .....  
 2 [ Gross benefit amount] [ Percentage] [ Amount]

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

5 ..... X ..... = .....  
 6 [ Gross benefit amount] [ Percentage] [ Amount]

7 (D) The alternate payee's benefit pursuant to QILDRO  
 8 Section VII(A) (3) shall be calculated and paid as follows:

9 ..... X ..... = .....  
 10 [ Gross benefit amount] [ Percentage] [ Amount]

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

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

18 (A) to establish or maintain this Order as a QILDRO  
 19 Calculation Court Order;

20 (B) to enter amended QILDROs and QILDRO Calculation  
 21 Court Orders to conform to the parties' QILDRO, Marital  
 22 Settlement Agreement or Agreement for Legal Separation  
 23 ("Agreement"), to the parties' Judgment for Dissolution of  
 24 Marriage or Judgment for Legal Separation ("Judgment"), to  
 25 any modifications of the parties' QILDRO, Agreement, or  
 26 Judgment, or to any supplemental orders entered to clarify  
 27 the parties' QILDRO, Agreement, or Judgment; and

1           (C) To enter supplemental orders to clarify the intent  
 2           of the parties or the Court regarding the benefits  
 3           allocated herein in accordance with the parties' Agreement  
 4           or Judgment, with any modifications of the parties'  
 5           Agreement or Judgment, or with any supplemental orders  
 6           entered to clarify the parties' Agreement or Judgment. A  
 7           supplemental order may not require the Retirement System to  
 8           take any action not permitted under Illinois law or the  
 9           Retirement System's administrative rules. To the extent  
 10           the supplemental order does not conform to Illinois law or  
 11           administrative rule, it shall not be binding upon the  
 12           Retirement System.

13           DATED: .....

14           SIGNED: .....

15                   [ Judge's Signature ]

16                   ~~QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER~~

17           ~~THIS CAUSE coming before the Court for the purpose of the~~  
 18           ~~entry of a Qualified Illinois Domestic Relations Order under~~  
 19           ~~the provisions of Section 1-119 of the Illinois Pension Code,~~  
 20           ~~the Court having jurisdiction over the parties and the subject~~  
 21           ~~matter hereof; the Court finding that one of the parties to~~  
 22           ~~this proceeding is a member of a retirement system subject to~~  
 23           ~~Section 1-119 of the Illinois Pension Code, this Order is~~  
 24           ~~entered to implement a division of that party's interest in the~~  
 25           ~~retirement system; and the Court being fully advised;~~

26           ~~IT IS HEREBY ORDERED AS FOLLOWS:~~

27           ~~(1) The definitions and other provisions of Section 1-119~~  
 28           ~~of the Illinois Pension Code are adopted by reference and made~~  
 29           ~~a part of this Order.~~

30           ~~(2) Identification of Retirement System and parties:~~

1           ~~Retirement System: (name and address)~~

2           ~~Member: (name, residence address and social security~~  
3           ~~number)~~

4           ~~Alternate payee: (name, residence address and social~~  
5           ~~security number)~~

6           ~~(3) The Retirement System shall pay the indicated amounts~~  
7           ~~of the following specified benefits to the alternate payee~~  
8           ~~under the following terms and conditions:~~

9           ~~(i) Of the member's retirement benefit, the Retirement~~  
10           ~~System shall pay to the alternate payee \$..... per month,~~  
11           ~~beginning (if the benefit is already being paid, either~~  
12           ~~immediately or on a specified later date; otherwise, on the~~  
13           ~~date the retirement benefit commences), and ending upon the~~  
14           ~~termination of the retirement benefit or the death of the~~  
15           ~~alternate payee, whichever occurs first.~~

16           ~~(ii) Of any member's refund that becomes payable, the~~  
17           ~~Retirement System shall pay to the alternate payee \$.....~~  
18           ~~when the member's refund becomes payable.~~

19           ~~(4) In accordance with subsection (j) of Section 1-119 of~~  
20           ~~the Illinois Pension Code, so long as this QILDRO is in effect,~~  
21           ~~the member may not elect a form of payment of the retirement~~  
22           ~~benefit that has the effect of diminishing the amount of the~~  
23           ~~payment to which the alternate payee is entitled, unless the~~  
24           ~~alternate payee has consented to the election in writing and~~  
25           ~~this consent has been filed with the retirement system.~~

26           ~~(5) If the member began participating in the Retirement~~  
27           ~~System before the effective date of this Section, this Order~~  
28           ~~shall not take effect unless accompanied by the written consent~~  
29           ~~of the member as required under subsection (m) of Section 1-119~~  
30           ~~of the Illinois Pension Code.~~

31           ~~(6) The Court retains jurisdiction to modify this Order.~~

32           ~~DATED:.....~~

1           ~~SIGNED:.....~~

2           (o) (1) A court in Illinois that has issued a QILDRO shall  
3 retain jurisdiction of all issues relating to the modification  
4 of the QILDRO as indicated in Section XII of the QILDRO and in  
5 accordance with Illinois law. A court in Illinois that has  
6 issued a QILDRO Calculation Court Order shall retain  
7 jurisdiction of all issues relating to the modification of the  
8 QILDRO Calculation Court Order as indicated in Section 5 of the  
9 QILDRO Calculation Court Order and in accordance with Illinois  
10 law.

11           (2) The Administrative Review Law and the rules adopted  
12 pursuant thereto shall govern and apply to all proceedings for  
13 judicial review of final administrative decisions of the board  
14 of trustees of the retirement system arising under this  
15 Section.

16           ~~(2)~~ The term "administrative decision" is defined as in  
17 Section 3-101 of the Code of Civil Procedure. The venue for  
18 review under the Administrative Review Law shall be the same as  
19 is provided by law for judicial review of other administrative  
20 decisions of the retirement system.

21           (p) (1) Each retirement system may adopt any procedures or  
22 rules that it deems necessary or useful for the implementation  
23 of this Section.

24           (2) Each retirement system may by rule modify the model  
25 QILDRO form provided in subsection (n), except that no  
26 retirement system may change that form in a way that limits the  
27 choices provided to the alternate payee in subsections (n) or  
28 (n-5). Each retirement system may by rule ~~or~~ require that  
29 additional information be included in QILDROs presented to the  
30 system, as may be necessary to meet the needs of the retirement  
31 system.

32           (3) Each retirement system shall define its blank model  
33 QILDRO form and blank model QILDRO Calculation Court Order form

1 as an original of the forms or a paper copy of the forms. Each  
2 retirement system shall, whenever possible, make the forms  
3 available on the internet in non-modifiable computer format  
4 (for example, Adobe Portable Document Format files) for  
5 printing purposes.

6 (4) If a retirement system in good faith implements an  
7 order under this Section that follows substantially the same  
8 form as the model order and the retirement system later  
9 discovers that the implemented order was not absolutely  
10 identical to the retirement system's model order, the  
11 retirement system's implementation shall not be a violation of  
12 this Section and the retirement system shall have no  
13 responsibility to compensate the member or the alternate payee  
14 for moneys that would have been paid or not paid had the order  
15 been identical to the model order.

16 (Source: P.A. 93-347, eff. 7-24-03.)

17 Section 99. Effective date. This Act takes effect on July  
18 1, 2006."