

1 (4) "Member" means any person who participates in or
2 has service credits in a retirement system, including a
3 person who is receiving or is eligible to receive a
4 retirement or disability benefit, without regard to
5 whether the person has withdrawn from service.

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

10 (5.5) "Permissive service" means the amount of service
11 time credited to a member that has been or will be used by
12 the retirement system to calculate the member's benefit.
13 "Permissive service" includes, but is not limited to,
14 regular service, service purchased by the member, unused
15 vacation, and unused sick leave included by the retirement
16 system in the member's benefit calculations.

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

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

34 (7.5) "Regular service" means the amount of service

1 time earned by the member not due to service purchased by
2 the member, unused vacation, or unused sick leave included
3 by the retirement system in the member's benefit
4 calculations.

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

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

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

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

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

1 to a designated alternate payee.

2 (2) An order issued under this Section provides only for
3 the diversion to an alternate payee of certain benefits
4 otherwise payable by the retirement system under the provisions
5 of this Code. The existence of a QILDRO shall not cause the
6 retirement system to pay any benefit, or any amount of benefit,
7 to an alternate payee that would not have been payable by the
8 system to a regular payee in the absence of the QILDRO.

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

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

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

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

1 ~~month.~~

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

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

26 (5) If a QILDRO indicates that the alternate payee is to
27 receive a percentage of any retirement system benefit, the
28 calculations required shall be performed by the member, the
29 alternate payee, their designated representatives or their
30 designated experts. The results of said calculations shall be
31 provided to the retirement system via a QILDRO Calculation
32 Order. The QILDRO Calculation Order shall be completed using
33 the form provided in Section (n-5) herein.

34 (6) Within 30 days after the receipt of a QILDRO

1 Calculation Order, the retirement system shall notify the
2 member and the alternate payee (or one designated
3 representative of each) of the receipt of the Order. If the
4 QILDRO underlying the QILDRO Calculation Order does not exist
5 or is not in effect, or if the QILDRO Calculation Order does
6 not clearly indicate the amount the retirement system is to pay
7 to the alternate payee, then the retirement system shall at the
8 same time notify the member and the alternate payee (or one
9 designated representative of each) of the situation. Unless the
10 QILDRO underlying the QILDRO Calculation Order is not in
11 existence, no longer in effect, or does not clearly indicate
12 the amount the retirement system is to pay the alternate payee,
13 the retirement system shall accept the QILDRO Calculation Order
14 and shall implement the Order as soon as administratively
15 possible once benefits are payable. The retirement system shall
16 not reject a QILDRO Calculation Order based on its
17 determination that the calculations therein are not accurate or
18 that the calculations are not in accordance with the parties'
19 QILDRO, agreement, or judgment. The retirement system shall
20 have no responsibility for the consequences of its
21 implementation of a QILDRO Calculation Order that is inaccurate
22 or not in accordance with the parties' QILDRO, agreement, or
23 judgment.

24 (d) (1) An order issued under this Section shall not be
25 implemented unless a certified copy of the order has been filed
26 with the retirement system. The system shall promptly notify
27 the member and the alternate payee by first class mail of its
28 receipt of the order.

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

34 (3) At the time a QILDRO ~~the order~~ is submitted to the

1 retirement system, it shall be accompanied by a nonrefundable
2 \$50 processing fee payable to the retirement system, to be used
3 by the system to defer any administrative costs arising out of
4 the implementation of the QILDRO.

5 (e) (1) Each alternate payee is responsible for maintaining
6 a current residence address on file with the retirement system.
7 The retirement system shall have no duty to attempt to locate
8 any alternate payee by any means other than sending written
9 notice to the last known address of the alternate payee on file
10 with the system.

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

23 (f) (1) If the amount of a benefit that is specified in a
24 QILDRO for payment to an alternate payee exceeds the actual
25 amount of that benefit payable by the retirement system, the
26 excess shall be disregarded. The retirement system shall have
27 no liability to any alternate payee or any other person for the
28 disregarded amounts.

29 (2) In the event of multiple QILDROs against a member, the
30 retirement system shall honor all of the QILDROs to the extent
31 possible. However, if the total amount of a benefit to be paid
32 to alternate payees under all QILDROs in effect against the
33 member exceeds the actual amount of that benefit payable by the
34 system, the QILDROs shall be satisfied in the order of their

1 receipt by the system until the amount of the benefit is
2 exhausted, and shall not be adjusted pro rata. Any amounts that
3 cannot be paid due to exhaustion of the benefit shall remain
4 unpaid, and the retirement system shall have no liability to
5 any alternate payee or any other person for such amounts.

6 (3) A modification of a QILDRO shall be filed with the
7 retirement system in the same manner as a new QILDRO. A
8 modification that does not increase the amount of any benefit
9 payable to the alternate payee, and does not expand the QILDRO
10 to affect any benefit not affected by the unmodified QILDRO,
11 does not affect the priority of payment under subdivision
12 (f)(2); the priority of payment of a QILDRO that has been
13 modified to increase the amount of any benefit payable to the
14 alternate payee, or to expand the QILDRO to affect a benefit
15 not affected by the unmodified QILDRO, shall be based on the
16 date on which the system receives the modification of the
17 QILDRO.

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

22 (2) All QILDROs relating to a member's participation in a
23 particular retirement system shall expire and cease to be
24 effective upon the issuance of a member's refund that
25 terminates the member's participation in that retirement
26 system, without regard to whether the refund was paid to the
27 member or to an alternate payee under a QILDRO. An expired
28 QILDRO shall not be automatically revived by any subsequent
29 return by the member to service under that retirement system.

30 (h) (1) Within 45 days after receiving a subpoena from any
31 party to a proceeding for declaration of invalidity of
32 marriage, legal separation, or dissolution of marriage in which
33 a QILDRO may be issued, or after receiving a request from the
34 member, a retirement system shall provide in response ~~issue~~ a

1 statement of a member's accumulated contributions, accrued
2 benefits, and other interests in the plan administered by the
3 retirement system based on the data on file with the system on
4 the date the subpoena is received. If so requested in the
5 subpoena, the retirement system shall also provide in response
6 general retirement plan information available to a member, and
7 ~~of~~ any relevant procedures, rules, or modifications to the
8 model QILDRO form that have been adopted by the retirement
9 system.

10 (1.5) If a QILDRO provides for the alternate payee to
11 receive a percentage of any retirement benefit (as opposed to
12 providing for the alternate payee to receive only dollar
13 amounts of retirement benefits), then the retirement system
14 shall provide the applicable information to the member and to
15 the alternate payee, or to one designated representative of
16 each (e.g., the member's attorney and the alternate payee's
17 attorney) as indicated below:

18 (A) If the member is a participant in the self-managed
19 plan authorized under Article 15 of this Code and the
20 QILDRO provides that the only benefit the alternate payee
21 is to receive is a percentage of a lump sum benefit as of a
22 specific date that has already past, then, within 30 days
23 after the retirement system receives the QILDRO, the
24 retirement system shall provide the lump sum amount to
25 which the QILDRO percentage is to be applied.

26 (B) For all situations except that situation described
27 in item (A), if the member has not commenced or elected to
28 commence benefits at the time the QILDRO is received by the
29 retirement system, then, within 30 days after the
30 retirement system receives the QILDRO, the retirement
31 system shall provide all of the following information:

32 (i) The date of the member's initial membership in
33 the retirement system, expressed as month, day, and
34 year, if available, or the most exact date that is

1 available to the retirement system.

2 (ii) The amount of permissive and regular service
3 the member accumulated in the retirement system from
4 the time of initial membership through the most recent
5 date available prior to the retirement system
6 receiving the QILDRO (the dates used by the retirement
7 system shall also be provided). Service amounts shall
8 be expressed using the most exact time increments
9 available to the retirement system (e.g., months or
10 fractions of years).

11 (iii) The gross amount of the member's non-reduced
12 monthly annuity benefit earned, calculated as of the
13 most recent date available prior to the retirement
14 system receiving the QILDRO, the date used by the
15 retirement system, and the earliest date the member may
16 be eligible to commence the benefit. This amount shall
17 include any upgrades purchased by the member, which
18 shall be noted separately.

19 (iv) The gross amount of the member's refund
20 available or partial refund amounts available,
21 including any interest payable on those amounts,
22 calculated as of the most recent date available prior
23 to the retirement system receiving the QILDRO (the date
24 used by the retirement system shall also be provided).

25 (v) The gross amount of the member's death benefits
26 available, including any interest payable on the
27 amounts, calculated as of the most recent date
28 available prior to the retirement system receiving the
29 QILDRO (the date used by the retirement system shall
30 also be provided).

31 (C) For all situations except that situation described
32 in item (A), if the member has already commenced or has
33 already elected to commence benefits when the retirement
34 system receives the QILDRO, then, within 30 days after the

1 retirement system receives the QILDRO, or, if the member
2 has not commenced or elected to commence benefits at the
3 time the retirement system receives the QILDRO, then at
4 least 60 days prior to the member's elected benefit
5 commencement date (or, if the retirement system receives
6 late notice of the member's elected benefit commencement
7 date, then as soon as administratively possible after the
8 retirement system receives the notice) the retirement
9 system shall provide all of the following information:

10 (i) The date the member commenced benefits or, if
11 not yet commenced, the date the member elected for
12 benefits to commence.

13 (ii) The amount of permissive and regular service
14 the member accumulated in the retirement system from
15 the time of initial membership through the time the
16 member commenced benefits (or, if not yet commenced,
17 through the time the member elected for benefits to
18 commence). Service amounts shall be expressed using
19 the most exact time increments available to the
20 retirement system (e.g., months or fractions of
21 years).

22 (iii) The gross amount of the member's non-reduced
23 monthly annuity benefit payable, calculated as of the
24 date that benefit commenced (or, if not yet commenced,
25 as of the time the member has elected for benefits to
26 commence) and the date used by the retirement system
27 for calculations. This amount shall include any
28 upgrades purchased by the member, which shall be noted
29 separately.

30 (iv) The gross amount of the member's refund
31 payable or partial refund amounts payable, including
32 any payable interest, calculated as of the date that
33 benefit was paid (or, if not yet paid, as of the date
34 the member has elected for the refund to be paid). The

1 date used by the retirement system for calculations
2 shall also be provided.

3 (v) The gross amount of the member's death benefits
4 payable, including any payable interest, calculated as
5 of the member's commencement date (if the member has
6 commenced) or as of the date the member has elected to
7 commence benefits (if so elected).

8 (D) If, and only if, the alternate payee is entitled to
9 benefits under Section VII of the QILDRO, then, within 30
10 days after the member's death, the retirement system shall
11 provide the gross amount of the member's death benefits
12 payable, including any payable interest, calculated as of
13 the member's date of death.

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

17 (3) The papers, entries, and records, or parts thereof, of
18 any retirement system may be proved by a copy thereof,
19 certified under the signature of the secretary of the system or
20 other duly appointed keeper of the records of the system and
21 the corporate seal, if any.

22 (i) In a retirement system in which a member or beneficiary
23 is required to apply to the system for payment of a benefit,
24 the required application may be made by an alternate payee who
25 is entitled to all of a termination refund or retirement
26 benefit or part of a death benefit that is payable ~~that benefit~~
27 under a QILDRO, provided that all other qualifications and
28 requirements have been met. However, the alternate payee may
29 not make the required application for death benefits while the
30 member is alive or for a member's refund or a retirement
31 benefit if the member is in active service or below the minimum
32 age for receiving an undiscounted retirement annuity in the
33 retirement system that has received the QILDRO or in any other
34 retirement system in which the member has creditable service

1 and in which the member's rights under the Retirement Systems
2 Reciprocal Act would be affected as a result of the alternate
3 payee's application for a member's refund or retirement
4 benefit.

5 (j) (1) So long as there is in effect a QILDRO relating to
6 a member's retirement benefit, the affected member may not
7 elect a form of payment that has the effect of diminishing the
8 amount of the payment to which any alternate payee is entitled,
9 unless the alternate payee has consented to the election in a
10 writing that includes the alternate payee's notarized
11 signature, and this written and notarized consent has been
12 filed with the retirement system.

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

17 (3) If a retirement system discovers that it has mistakenly
18 allowed an election prohibited under subdivision (j)(1), it
19 shall thereupon disallow that election and recalculate any
20 benefits affected thereby. If the system determines that an
21 amount paid to a regular payee should have been paid to an
22 alternate payee, the system shall, if possible, recoup the
23 amounts as provided in subsection (k) of this Section.

24 (k) In the event that a regular payee or an alternate payee
25 is overpaid, the retirement system shall recoup the amounts by
26 deducting the overpayment from future payments and making
27 payment to the other payee. The system may make deductions for
28 recoupment over a period of time in the same manner as is
29 provided by law or rule for the recoupment of other amounts
30 incorrectly disbursed by the system in instances not involving
31 a QILDRO. The retirement system shall incur no liability to
32 either the alternate payee or the regular payee as a result of
33 any payment made in good faith, regardless of whether the
34 system is able to accomplish recoupment.

1 (1) (1) A retirement system that has, before the effective
 2 date of this Section, received and implemented a domestic
 3 relations order that directs payment of a benefit to a person
 4 other than the regular payee may continue to implement that
 5 order, and shall not be liable to the regular payee for any
 6 amounts paid in good faith to that other person in accordance
 7 with the order.

8 (2) A domestic relations order directing payment of a
 9 benefit to a person other than the regular payee that was
 10 issued by a court but not implemented by a retirement system
 11 prior to the effective date of this Section shall be void.
 12 However, a person who is the beneficiary or alternate payee of
 13 a domestic relations order that is rendered void under this
 14 subsection may petition the court that issued the order for an
 15 amended order that complies with this Section.

16 (m) (1) In accordance with Article XIII, Section 5 of the
 17 Illinois Constitution, which prohibits the impairment or
 18 diminishment of benefits granted under this Code, a QILDRO
 19 issued against a member of a retirement system established
 20 under an Article of this Code that exempts the payment of
 21 benefits or refunds from attachment, garnishment, judgment or
 22 other legal process shall not be effective without the written
 23 consent of the member if the member began participating in the
 24 retirement system on or before the effective date of this
 25 Section. That consent must specify the retirement system, the
 26 court case number, and the names and social security numbers of
 27 the member and the alternate payee. The consent must accompany
 28 the QILDRO when it is filed with the retirement system, and
 29 must be in substantially the following form:

30 CONSENT TO ISSUANCE OF QILDRO

31 Court Case Number:

32 Member's Social Security Number:

1 Alternate payee's Social Security Number:

2 I, (name), a member of the (retirement system), hereby
3 irrevocably consent to the issuance of a Qualified Illinois
4 Domestic Relations Order. I understand that under the Order,
5 certain benefits that would otherwise be payable to me, or to
6 my death benefit beneficiary ~~surviving spouse~~ or estate, will
7 instead be payable to (name of alternate payee). I also
8 understand that my right to elect certain forms of payment of
9 my retirement benefit or member's refund may be limited as a
10 result of the Order.

11 DATED:.....

12 SIGNED:.....

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

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

20 QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER

21

22 (Retirement System Name Here)

23 THIS CAUSE coming before the Court for the purpose of the
24 entry of a Qualified Illinois Domestic Relations Order under
25 the provisions of Section 1-119 of the Illinois Pension Code
26 (40 ILCS 5/1-119), the Court having jurisdiction over the
27 parties and the subject matter hereof; the Court finding that
28 one of the parties to this proceeding is a member of a
29 retirement system subject to Section 1-119 of the Illinois
30 Pension Code (40 ILCS 5/1-119), this Order is entered to

1 implement a division of that party's interest in the retirement
2 system; and the Court being fully advised;

3 IT IS HEREBY ORDERED AS FOLLOWS:

4 I. The definitions and other provisions of Section 1-119 of
5 the Illinois Pension Code (40 ILCS 5/1-119) are adopted by
6 reference and made a part of this Order.

7 II. Identification of Retirement System and parties:

8 Retirement System:
9 (Name)

10
11 (Address)

12
13 Member:
14 (Name)

15
16
17 (Residence Address)

18
19
20 (Social Security Number)

21 Alternate payee:
22 (Name)

23
24
25 (Residence Address)

26
27
28 (Social Security Number)

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

3 III. The Retirement System shall pay the indicated amounts
4 of the member's annuity retirement benefits to the alternate
5 payee under the following terms and conditions:

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

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

10 (2)% [enter percentage] per month of the
11 marital portion of said benefit with the marital
12 portion defined using the formula in Section IX; or

13 (3)% [enter percentage] per month of the
14 gross amount of said benefit calculated as of the date
15 the member's/ alternate payee's [check one]
16 benefit commences.

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

20 (1) as soon as administratively possible upon
21 this order being approved by the Retirement System; or

22 (2) on the date of [enter any set
23 date after this order has been approved by the
24 Retirement System] .

25 (C) If the member's retirement benefit has not yet
26 commenced, the alternate payee's benefit shall commence
27 either [check/complete the ONE option that applies] :

28 (1) as of the date the member's retirement
29 benefit commences; or

30 (2) on the date of [enter set date,
31 but only if that date occurs after the member's

1 retirement benefit has commenced] .

2 (D) The alternate payee's benefit under this Section
3 III shall terminate [check/complete the ONE option that
4 applies]:

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

8 (2) after payments are made to the
9 alternate payee [enter any set number] or upon the
10 death of the member or the death of the alternate
11 payee, whichever shall be the first to occur.

12 IV. If the member's retirement benefits are subject to
13 annual post-retirement cost-of-living increases, the alternate
14 payee's share of said benefits shall/ shall not
15 [check one] be recalculated or increased annually to include a
16 proportionate share of the applicable cost-of-living
17 increases.

18 V. The Retirement System shall pay to the alternate payee
19 the indicated amounts of any refund that becomes payable to the
20 member under the following terms and conditions:

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

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

25 (2)% [enter percentage] of the marital
26 portion of said benefit, with the marital portion
27 defined using the formula in Section IX; or

28 (3)% [enter percentage] of the gross amount
29 of said benefit calculated when the member's refund is
30 paid.

31 (B) The amount payable to an alternate payee under this
32 Section V(A) (2) or V(A) (3) shall include any applicable
33 interest that would otherwise be payable to the member
34 under the rules of the retirement system.

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

3 VI. The Retirement System shall pay to the alternate payee
4 the indicated amounts of any partial refund that becomes
5 payable to the member under the following terms and conditions:

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

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

10 (2)% [enter percentage] of the marital
11 portion of said benefit, with the marital portion
12 defined using the formula in Section IX; or

13 (3)% [enter percentage] of the gross amount
14 of the benefit calculated when the member's refund is
15 paid.

16 (B) The amount payable to an alternate payee under this
17 Section VI(A) (2) or VI(A) (3) shall include any applicable
18 interest that would otherwise be payable to the member
19 under the rules of the retirement system.

20 (C) The alternate payee's benefit under this Section VI
21 shall be paid when the member's benefit is paid.

22 VII. The Retirement System shall pay to the alternate payee
23 the indicated amounts of any death benefits that become payable
24 to the member's beneficiary under the following terms and
25 conditions:

26 (A) For the purposes of the member's death benefits,
27 and to the extent and only to the extent required by this
28 Section VII, the alternate payee shall be designated as and
29 considered to be a beneficiary of the member at the time of
30 the member's death and shall receive [complete ONE of the
31 following options] :

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

33 (2)% [enter percentage] of the marital
34 portion of death benefits, with the marital portion

1 defined using the formula in Section IX; or

2 (3)% [enter percentage] of the gross amount
3 of death benefits calculated when said benefits become
4 payable.

5 (B) The amount payable to an alternate payee under this
6 Section VII(A)(2) or VII(A)(3) shall include any
7 applicable interest that would otherwise be payable to the
8 member under the rules of the retirement system.

9 (C) The alternate payee's benefit under this Section
10 VII shall be paid as soon as administratively possible
11 after the member's death.

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

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

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

1 "A" equals the number of months of permissive/
 2 regular/ other [check only one] service that
 3 the member accumulated in the retirement system from
 4 the date of marriage [enter
 5 date MM/DD/YYYY] to the date of divorce
 6 [enter date MM/DD/YYYY]. This
 7 number of months of service shall be calculated as
 8 whole months after receipt of information required
 9 from the Retirement System pursuant to Section 1-119 of
 10 the Illinois Pension Code (40 ILCS 5/1-119).

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

20 "C" equals the gross amount of:

21 (i) the member's monthly annuity benefit
 22 (Section III(A)) calculated as of the member's
 23 benefit commencement date or elected benefit
 24 commencement date, including/ not
 25 including/ other [check only one] purchased
 26 upgrades and other benefit formula enhancements;

27 (ii) the member's refund amount including any
 28 payable interest (Section V(A)) calculated as of
 29 the time said refund becomes payable to the member;

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

34 (iv) the member's death benefit amounts

1 including any payable interest (Section VII(A))
2 calculated as of the time said benefit becomes
3 payable to the member's beneficiary;

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

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

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

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

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

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

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

31 (2) To enter amended QILDROs and QILDRO Calculation
32 Orders to conform to the parties' Marital Settlement
33 Agreement or Agreement for Legal Separation ("Agreement"),
34 to the parties' Judgment for Dissolution of Marriage or

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

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

17 DATED:

18 SIGNED:

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

21 QILDRO CALCULATION ORDER

22

23 [Enter Retirement System name here]

24 THIS CAUSE coming before the Court for the purpose of the
25 entry of a QILDRO Calculation Order under the provisions of
26 Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119),
27 the Court having jurisdiction over the parties and the subject
28 matter hereof; the Court finding that a QILDRO has previously

1 been entered in this matter, that the QILDRO has been approved
 2 by the retirement system, and that the QILDRO requires
 3 percentage calculations to allocate the alternate payee's
 4 benefit, the Court not having found that the QILDRO has become
 5 void or invalid, and the Court being fully advised;

6 IT IS HEREBY ORDERED AS FOLLOWS:

7 (1) The definitions and other provisions of Section 1-119
 8 of the Illinois Pension Code [40 ILCS 5/1-119] are adopted by
 9 reference and made a part of this Order.

10 (2) Identification of Retirement System and parties:

11 Retirement System:

12 (Name)

13

14

15 (Address)

16 Member:

17 (Name)

18

19

20 (Residence Address)

21

22

23 (Social Security Number)

24 Alternate payee:

25 (Name)

26

27

28 (Residence Address)

29

1
 2 (Social Security Number)

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

5 (3) Each of the following Sections (3(a) through 3(d))
 6 shall apply if and only if the QILDRO allocated benefits to the
 7 alternate payee in the specific Section noted. The retirement
 8 system shall pay the monthly amounts as directed below, but
 9 only if and when the benefits are payable pursuant to the
 10 QILDRO and Section 1-119 of the Illinois Pension Code (40 ILCS
 11 5/1-119). Parties shall see QILDRO Section IX for the
 12 definitions of A, B, C and D as used below.

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

16 (...../.....) X X =
 17 [Enter A] [Enter B] [Enter C] [Enter D] [Monthly Amount]

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

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

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

26 (...../.....) X X =

1 [Enter A] [Enter B] [Enter C] [Enter D] [Amount]

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

5 (...../.....) X X =

6 [Enter A] [Enter B] [Enter C] [Enter D] [Amount]

7 (4) The following shall apply only if the QILDRO allocated
8 benefits to the alternate payee in the specific Section noted.
9 The retirement system shall pay the monthly amounts as directed
10 below, but only if and when the benefits are payable pursuant
11 to the QILDRO and Section 1-119 of the Illinois Pension Code
12 (40 ILCS 5/1-119).

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

15 X =

16 [Gross benefit amount] [Percentage] [Monthly Amount]

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

19 X =

20 [Gross benefit amount] [Percentage] [Amount]

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

23 X =

24 [Gross benefit amount] [Percentage] [Amount]

25 (D) The alternate payee's benefit pursuant to QILDRO

1 Section VII(A) (3) shall be calculated and paid as follows:

2 X =

3 [Gross benefit amount] [Percentage] [Amount]

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

6 (A) to establish or maintain this Order as a QILDRO
7 Calculation Order;

8 (B) to enter amended QILDROs and QILDRO Calculation
9 Orders to conform to the parties' QILDRO, Marital
10 Settlement Agreement or Agreement for Legal Separation
11 ("Agreement"), to the parties' Judgment for Dissolution of
12 Marriage or Judgment for Legal Separation ("Judgment"), to
13 any modifications of the parties' QILDRO, Agreement, or
14 Judgment, and to any supplemental orders entered to clarify
15 the parties' QILDRO, Agreement, or Judgment; and

16 (C) To enter supplemental orders to clarify the intent
17 of the parties or the Court regarding the benefits
18 allocated herein in accordance with the parties' Agreement
19 or Judgment, with any modifications of the parties'
20 Agreement or Judgment, and with any supplemental orders
21 entered to clarify the parties' Agreement or Judgment. A
22 supplemental order may not require the retirement system to
23 take any action not permitted under Illinois law or the
24 retirement system's administrative rules as determined by
25 the System. To the extent the supplemental order does not
26 conform to Illinois law or administrative rule, it shall
27 not be binding upon the retirement system.

28 DATED:

29 SIGNED:

1 ~~QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER~~

2 ~~THIS CAUSE coming before the Court for the purpose of the~~
3 ~~entry of a Qualified Illinois Domestic Relations Order under~~
4 ~~the provisions of Section 1-119 of the Illinois Pension Code,~~
5 ~~the Court having jurisdiction over the parties and the subject~~
6 ~~matter hereof; the Court finding that one of the parties to~~
7 ~~this proceeding is a member of a retirement system subject to~~
8 ~~Section 1-119 of the Illinois Pension Code, this Order is~~
9 ~~entered to implement a division of that party's interest in the~~
10 ~~retirement system; and the Court being fully advised;~~

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

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

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

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

17 ~~Member: (name, residence address and social security~~
18 ~~number)~~

19 ~~Alternate payee: (name, residence address and social~~
20 ~~security number)~~

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

24 ~~(i) Of the member's retirement benefit, the Retirement~~
25 ~~System shall pay to the alternate payee \$..... per month,~~
26 ~~beginning (if the benefit is already being paid, either~~
27 ~~immediately or on a specified later date; otherwise, on the~~
28 ~~date the retirement benefit commences), and ending upon the~~
29 ~~termination of the retirement benefit or the death of the~~
30 ~~alternate payee, whichever occurs first.~~

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

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

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

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

14 DATED:.....

15 SIGNED:.....

16 (o) (1) A court in Illinois that has issued a QILDRO shall
 17 retain jurisdiction of all issues relating to the modification
 18 of the QILDRO as indicated in Section XII of the QILDRO and in
 19 accordance with Illinois law. A court in Illinois that has
 20 issued a QILDRO Calculation Order shall retain jurisdiction of
 21 all issues relating to the modification of the QILDRO
 22 Calculation Order as indicated in Section 5 of the QILDRO
 23 Calculation Order and in accordance with Illinois law. The
 24 Administrative Review Law and the rules adopted pursuant
 25 thereto shall govern and apply to all proceedings for judicial
 26 review of final administrative decisions of the board of
 27 trustees of the retirement system arising under this Section.

28 (2) The term "administrative decision" is defined as in
 29 Section 3-101 of the Code of Civil Procedure. The venue for
 30 review under the Administrative Review Law shall be the same as
 31 is provided by law for judicial review of other administrative

1 decisions of the retirement system.

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

5 (2) Each retirement system may by rule modify the model
6 QILDRO form provided in subsection (n), except that no
7 retirement system may change that form in a way that limits the
8 choices provided to the alternate payee in subsections (n) or
9 (n-5) as to form of payment, calculation method, or calculation
10 formula. Each retirement system may by rule ~~or~~ require that
11 additional information be included in QILDROs presented to the
12 system, as may be necessary to meet the needs of the retirement
13 system.

14 (3) Each retirement system shall define its uncompleted
15 model QILDRO form and uncompleted model QILDRO Calculation
16 Order as an original of the forms or a paper copy of the forms.
17 Each retirement system shall, whenever possible, make the forms
18 available on the internet in non-modifiable computer format
19 (for example, Adobe Portable Document Format files) for
20 printing purposes. After the form is completed and entered by
21 the court, a retirement system may require an original court
22 certified copy of the QILDRO in its completed state.

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