

**SAMPLE QDRO LANGUAGE FOR  
NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL METAL AND  
GLASSWORKERS PENSION PLAN**

**Important Information and Disclaimer:**

*This language is merely to assist attorneys in preparing a Qualified Domestic Relations Order ("QDRO"). This sample QDRO is intended for individuals who are participants in the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan and who have not yet retired. A different sample QDRO is available for participants who have already retired. This sample QDRO is not appropriate for participants who performed Non-Covered Glazing Service before July 1, 1997 which has not been cured in accordance with Plan rules. This sample QDRO will be accepted by the Plan as meeting the requirements of a QDRO, but it is not warranted by the Plan to be appropriate in any particular individual case. The Plan disclaims any responsibility whatsoever for the consequences of adopting any of the provisions contained in this sample QDRO. The parties should always consult with their own attorneys before agreeing to this form. Parties' social security numbers and dates of birth must be provided under separate cover to protect privacy.*

**SAMPLE QDRO LANGUAGE**

1.     QDRO. This order is intended to satisfy the requirements of federal law concerning Qualified Domestic Relations Orders, including ERISA § 206(d) and Internal Revenue Code § 414(p). This order is entered pursuant to the California Family Code, Division 6, Part 1, Chapter 6.

2.     Plan. The name of the Plan to which this order applies is:

NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL  
METAL AND GLASSWORKERS PENSION PLAN

3.     Names. The names and last known mailing addresses of the parties are as follows:

a.     Employee (Plan Participant):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No.: [Provided under separate cover]

Date of Birth: [Provided under separate cover]

b.     Spouse (Alternate Payee):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security No.: [Provided under separate cover]

Date of Birth: [Provided under separate cover]

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage specified below to the date of separation specified below:

Date of Marriage: \_\_\_\_\_

Date of Separation: \_\_\_\_\_

For purposes of this QDRO:

a. If the marriage occurred on or before the 15th of a month, the Employee and Spouse will be deemed to have been married the entire month.

b. If the marriage occurred after the 15th of a month, the Employee and Spouse will be deemed not to have been married for that month.

c. If the separation occurred on or before the 15th of a month, the Employee and Spouse will be deemed not to have been married for the entire month.

d. If the separation occurred after the 15th of a month, the Employee and Spouse will be deemed to have been married for the entire month.

5. Conditions Precedent.

a. Retirement Benefits. No retirement benefits are payable under this QDRO unless the following two conditions are met:

(i) The Employee has a Vested benefit under the Plan, and

(ii) The Plan has been served with a valid copy of this QDRO and has determined that it is a qualified domestic relations order as that term is defined under federal law.

6. Definitions

a. Annuity Starting Date. Any reference hereafter to the Spouse's or Employee's "Annuity Starting Date" means the effective date as of which their benefits are to begin.

b. Percentage Retirement Benefit. The Employee's "Percentage Retirement Benefit" is the benefit provided by the Plan, if any, for contributions made on the Employee's behalf for work performed on or after July 1, 1974.

c. Service Retirement Benefit. The Employee's "Service Retirement Benefit" is the benefit provided by the Plan, if any, for the Employee's service before July 1, 1974.

d. Employee's Benefit.

(i) The Employee's Marital Benefit will be equal to one-half( $1/2$ ) of the Total Community Retirement Benefit as determined under paragraph 7.

(ii) The Employee's Non-Marital Benefit will be all Retirement Benefits earned by the Employee outside the Period of Marriage. The Spouse has no interest in the Employee's Non-Marital Benefit.

(iii) The Employee's Benefit will be the sum of the Employee's Marital Benefit and the Employee's Non-Marital Benefit.

e. Spouse's Marital Benefit. The Spouse's Marital Benefit will be equal to one-half ( $1/2$ ) of the Total Community Retirement Benefit as determined under paragraph 7.

f. Total Plan Benefit. The Total Plan Benefit will be the Plan's total benefit calculated with respect to Employee's service before any reductions due to IRC § 415.

g. Actual Plan Benefit. The Actual Plan Benefit will be the benefit payable with respect to Employee's service after any reductions required by IRC § 415.

h. Other Terms. Other capitalized terms not specifically defined in this QDRO (such as Marital Annuity) shall have the meanings defined in the Plan or its rules and regulations.

7. Total Community Retirement Benefit. The Total Community Retirement Benefit shall be the sum of the Community Service Retirement Benefit and the Community Percentage Retirement Benefit. In cases in which the Total Plan Benefit must be reduced to comply with Internal Revenue Code Section 415, both the Total Community Retirement Benefit and the Employee's Non-Marital Benefit, if any, will be reduced proportionately as provided in subparagraph c. The Total Community Retirement Benefit will be determined as follows:

a. Community Service Retirement Benefit. For periods prior to July 1, 1974, the Community Service Retirement Benefit will be a portion of the Employee's Service Retirement Benefit for such years determined by adding the following Past Service and Future Service Benefits:

(i) Past Service. The Employee's total Past Service Retirement Benefit multiplied by a fraction determined as follows:

(I) The numerator of the fraction is the number of Years of Past Service Accrual Credits credited for the period beginning on the Date of Marriage and ending on the earlier of the Employee's Date of Separation or the last day of the Past Service period for the Employee's Initial Work Jurisdiction, and

(II) The denominator of the fraction is the total number of the Employee's Years of Past Service Accrual Credits.

(ii) Future Service Before July 1, 1974. The Employee's Future Service before July 1, 1974 multiplied by a fraction determined as follows:

(I) The numerator of the fraction is the number of Years of the Employee's Future Service Benefit Accrual Credits earned during the period beginning on the Date of Marriage and ending on the earlier of the Date of Separation or June 30, 1974, and

(II) The denominator of the fraction is the total number of the Employee's Future Service Benefit Accrual Credits earned prior to July 1, 1974.

(iii) In situations in which the Plan does not maintain precise records from which the Years of Past Service Credit or Benefit Accrual Credits earned during the Period of Marriage prior to July 1, 1974 can be determined, the Plan is authorized to make reasonable prorrations based on the records it maintains and may determine credits from the nearest month end to the actual date of occurrence.

b. Community Percentage Retirement Benefit. For periods after June 30, 1974, the Community Percentage Retirement Benefit shall be equal to the qualifying contributions payable on the Employee's behalf during the Period of Marriage after June 30, 1974, multiplied by the applicable specified percentages in effect on the Spouse's Annuity Starting Date. In situations in which the Plan does not maintain precise records from which the exact amount contributed during the Period of Marriage after June 30, 1974 can be determined, the Plan is authorized to make reasonable prorrations based on the records it maintains and may determine amounts from the nearest month end to the actual date of occurrence.

c. Adjustment If IRC § 415 Applies. If the Total Plan Benefit must be reduced by the Plan to comply with Code § 415, then both the Total Community Retirement Benefit and the Employee's Non-Marital Benefit will be reduced by multiplying them by a fraction, the numerator of which is the Actual Plan Benefit and the denominator of which is the Total Plan Benefit.

8. Pre-retirement Benefits. The amount of the Plan's pre-retirement marital annuity payable to the Spouse depends on whether the Employee has been remarried to another person for at least one (1) year at the time of Employee's death as follows:

a. Not Married. Before either the Employee or the Spouse begins to receive benefits, and if the Employee has not been remarried for at least one (1) year to a different person at the time of his death, the Spouse shall be treated as the Employee's spouse with respect to the Total Community Retirement Benefit, so that if the Employee dies before either the Employee or Spouse

begins to receive benefits, the Spouse will receive the surviving spouse annuity payable with respect to the Total Community Retirement Benefit.

b. Married. Before either the Employee or the Spouse begins to receive benefits, if the Employee has been married to another person for at least one (1) year at the time of his death, then,

(i) the Spouse will be treated as the surviving spouse with respect to one-half ( $1/2$ ) of the Total Community Retirement Benefit, and

(ii) the Spouse will not be treated as the surviving spouse with respect to the Employee's Benefit, and the death benefits payable with respect to the Employee's Benefit will be paid in accordance with the terms of the Plan.

c. Death of Spouse. If the Spouse dies before beginning to receive benefits, no benefits are payable by the Plan and the Total Community Retirement Benefit shall become the Employee's sole and separate property.

9. Spouse's Election to Start Payments Early. The Spouse shall have the right to elect an Annuity Starting Date at any time after the earliest date the Employee could elect early retirement, but the Spouse does not have the right to delay that Annuity Starting Date beyond the Employee's Annuity Starting Date. The following provisions will apply if the Spouse elects an Annuity Starting Date prior to the Employee's:

a. Spouse's Marital Benefit.

(i) Amount and No Early Retirement Subsidies. The Spouse's Marital Benefit shall be equal to one-half ( $1/2$ ) of the Total Community Retirement Benefit calculated initially without any early retirement subsidies that would be available to the Employee.

(ii) Form. The Spouse's Marital Benefit will be paid in the form of a qualified joint and survivor annuity with the Employee (referred to in the Plan as a Marital Annuity). The Spouse shall receive the entire Spouse's Marital Benefit so long as the Spouse is living, including periods after the Employee dies. If the Employee survives the Spouse, the Spouse's Marital Benefit shall be payable to the Employee for life beginning with the first month after the Participant has separated from service covered by the Plan, except that if the Employee retires before reaching Normal Retirement Age, it shall be recalculated as provided in (iii) below on the Employee's retirement.

(iii) Employee's Retirement or Death. Upon the Employee's retirement or death after the Spouse's Annuity Starting Date, the amount of the Spouse's Marital Benefit will be recalculated to include any early retirement or death subsidies available to the Employee or the Employee's surviving spouse at that time. However, the Spouse's Marital Benefit will then be actuarially reduced to take into consideration the value of benefits already paid. Thereafter, the Spouse's Marital Benefit will continue to be paid in the form described in (ii) above. No recalculation shall be made if the Employee retires or dies on or after Normal Retirement Age.

b. Employee's Marital Benefit.

(i) Pre-retirement Benefit. If after the Spouse's Annuity Starting Date and before the Employee's Annuity Starting Date the Employee dies, the pre-retirement marital annuity payable to the Spouse with respect to the Employee's Marital Benefit will be paid as follows depending on whether the Employee has been married to another person for at least one (1) year at the time of Employee's death:

(I) Not Married. If the Employee has not been married to another person for at least one (1) year at the time of his death and has not retired, the Spouse shall be treated as the Employee's spouse with respect to the Employee's Marital Benefit, so that if the Employee dies before retiring the Spouse will receive the surviving spouse annuity payable with respect to the Employee's Marital Benefit.

(II) Married. If the Employee has been married to another person for at least one (1) year at the time of his death and has not retired, then the Spouse will not be treated as the surviving spouse with respect to the Employee's Marital Benefit, and any death benefits payable as a result of Employee's death with respect to the Employee's Marital Benefit shall be paid in accordance with Plan rules.

(III) Death of Spouse. If the Spouse dies before the Employee dies or retires, the Employee's Marital Benefit shall be the Employee's sole and separate property.

(ii) Employee's Retirement. At Employee's retirement, the Employee's Marital Benefit will be paid to the Employee beginning as of the Employee's retirement date.

(iii) Form. The form in which the Employee's Marital Benefit shall be paid depends on whether the Employee is married on his retirement date as follows:

(I) Not Married. If the Employee is not remarried to a different person on the date of his retirement, then the Employee's Marital Benefit will be paid in the form of a qualified joint and survivor annuity with the Spouse, if living (referred to in the Plan as a Marital Annuity). The Employee shall receive the entire Employee's Marital Benefit so long as the Employee is living, including periods after the Spouse dies. If the Spouse survives the Employee, the Employee's Marital Benefit shall be payable to the Spouse for life.

(II) Married. If the Employee is married to another person on the date of his retirement, then the Spouse will not be treated as the surviving spouse of the Employee with respect to the Employee's Marital Benefit, and the Employee's Marital Benefit will be paid in whatever form the Employee shall elect in accordance with Plan rules.

10. Concurrent Annuity Starting Dates. When the Spouse's Annuity Starting Date does not precede the Employee's, the following provisions will apply:

a. Spouse's Marital Benefit.

(i) Amount. The Spouse's Marital Benefit shall be equal to one-half ( $1/2$ ) of the Total Community Retirement Benefit.

(ii) Form. The Spouse's Marital Benefit will be paid in the form of a qualified joint and survivor annuity with the Employee (referred to in the Plan as a Marital Annuity). The Spouse shall receive the entire Spouse's Marital Benefit so long as the Spouse is living, including periods after the Employee dies. If the Employee survives the Spouse, the Spouse's Marital Benefit shall thereafter be payable to the Employee for life.

b. Employee's Marital Benefit.

(i) Amount. The Employee's Marital Benefit shall be equal to one-half ( $1/2$ ) of the Total Community Retirement Benefit.

(ii) Form. The form in which the Employee's Marital Benefit shall be paid depends on whether the Employee is married on his retirement date as follows:

(I) Not Married. If the Employee is not remarried to another person on the date of his retirement, then the Employee's Marital Benefit will be paid in the form of a qualified joint and survivor annuity with the Spouse, if living (referred to in the Plan as a Marital Annuity). The Employee shall receive the entire Employee's Marital Benefit so long as the Employee is living, including periods after the Spouse dies. If the Spouse survives the Employee, thereafter the Employee's Marital Benefit shall be payable to the Spouse for life.

(II) Married. If the Employee is married to another person on the date of his retirement, then the Spouse will not be treated as the surviving spouse of the Employee with respect to the Employee's Marital Benefit, and the Employee's Marital Benefit will be paid in whatever form the Employee shall elect in accordance with the Plan rules.

11. Employee's Residual Benefits. The Employee's Non-Marital Benefit and any other benefits under the Plan not specifically given to the Spouse under this QDRO shall be the sole and separate property of the Employee.

12. Retiree Increases.

a. If the Plan increases benefits for retirees or their beneficiaries, these increases shall not apply to the Spouse unless the Employee has retired or died (whether or not the Spouse is receiving a benefit).

b. If the Plan increases benefits for retirees after the Employee has retired and while the Employee is alive, and if the increase either relates to the Period of Marriage or is determined without specific reference to the Employee's service under the Plan, then any such increase shall be allocated between the Employee and the Spouse. The Spouse's share shall be a fraction of the increase,

the numerator of which is one-half of the Total Community Retirement Benefit as determined under paragraph 7, and the denominator of which is the Employee's Total Plan Benefit, including the Total Community Retirement Benefit.

c. If the Plan increases benefits for retirees after the Employee is deceased, and if the increase either relates to the Period of Marriage or is determined without specific reference to the Employee's service under the Plan, and if the Spouse is receiving benefits at that time, the Spouse shall share in that benefit increase in the proportion that his or her benefit payments bear to the payments being made to all beneficiaries of the Employee.

d. If the Employee's Total Plan Benefit after a post-retirement benefit increase would exceed the maximum benefit limitation under the Internal Revenue Code, the benefit not payable shall be allocated between the Employee and Spouse in proportion to their respective shares of the Total Plan Benefit.

13. Statutory Limits. Notwithstanding any provision hereof to the contrary, in no event shall this order be interpreted as requiring the Plan to do any of the following:

a. Require payment of benefits to the Spouse or other alternate payee which are already required to be paid to another spouse or alternate payee under a prior QDRO.

b. Require the Plan to provide benefits with a greater actuarial value than it would otherwise pay.

c. Require the Plan to pay any benefits with respect to a non-vested Employee.

d. Require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan. However, as provided above, the QDRO may require that payments to the Spouse begin on or after the earliest age the Employee could retire, even if the Employee does not retire at that time. If the Spouse's payments are to begin before the Employee actually retires, then:

(i) The computation will take into account only the present value of the benefits actually accrued as of the date the Spouse elects to begin collecting benefits;

(ii) The computation will not take into account the present value of any subsidy for early retirement; and

(iii) The benefits cannot be paid in the form of a joint and survivor annuity with respect to the alternate payee and his or her spouse.

14. Amendment. The Court retains jurisdiction over this matter to amend this Order in order to establish and/or maintain its qualification as a QDRO.