

ILLINOIS COMPILED STATUTES ANNOTATED  
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\*\*\* STATUTES CURRENT THROUGH PUBLIC ACT 95-0007 \*\*\*

CHAPTER 40. PENSIONS  
ILLINOIS PENSION CODE  
ARTICLE 1. GENERAL PROVISIONS: SHORT TITLE, EFFECT OF CODE AND OTHER PROVISIONS

40 ILCS 5/1-119 (2007)

§ 40 ILCS 5/1-119. Qualified Illinois Domestic Relations Orders

Sec. 1-119. Qualified Illinois Domestic Relations Orders. (a) For the purposes of this Section:

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

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

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

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who is receiving or is eligible to receive a retirement or disability benefit, without regard to whether the person has withdrawn from service.

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

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

(6) "Qualified Illinois Domestic Relations Order" or "QILDRO" means an Illinois court order that creates or recognizes the existence of an alternate payee's right to receive all or a portion of a member's accrued benefits in a retirement system, is issued pursuant to this Section and Section 503(b)(2) of the Illinois Marriage and Dissolution of Marriage Act [750 ILCS 5/503], and meets the requirements of this Section. A QILDRO is not the same as a qualified domestic relations order or QDRO issued pursuant to Section 414(p) of the Internal Revenue Code of 1986 [26 U.S.C. § 414]. The requirements of paragraphs (2) and (3) of that Section do not apply to orders issued under this Section and shall not be deemed a guide to the interpretation of this Section; a QILDRO is intended to be a domestic relations order within the meaning of paragraph (11) of that Section.

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

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

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

(9) "Retirement system" or "system" means any retirement system, pension fund, or other public employee retirement benefit plan that is maintained or established under any of Articles 2 through 18 of this Code [40 ILCS 5/2-101 et seq. through 40 ILCS 5/18-101 et seq.].

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

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

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

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

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

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

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

(2) A QILDRO must specify each benefit to which it applies, and it must specify the amount of the benefit to be paid to the alternate payee. In the case of a non-periodic benefit, this amount must be specified as a dollar amount or as a percentage as specifically provided in subsection (n). In the case of a periodic benefit, this amount must be specified as a dollar amount per month or as a percentage per month as specifically provided in subsection (n).

(3) With respect to each benefit to which it applies, a QILDRO must specify when the order will take effect. In the case of a lump sum benefit payable to an alternate payee of a participant in the self-managed plan authorized under Article 15 of this Code [40 ILCS 5/15-101 et seq.], the benefit shall be paid upon the proper request of the alternate payee. In the case of a periodic benefit that is being paid at the time the order is received, a QILDRO shall take effect immediately or on a specified later date; if it takes effect immediately, it shall become effective on the first benefit payment date occurring at least 30 days after the order is received by the retirement system. In the case of any other benefit, a QILDRO shall take effect when the benefit becomes payable, unless some later date is specified pursuant to subsection (n). However, in no event shall a QILDRO apply to any benefit paid by the retirement system before or within 30 days after the order is received. A retirement system may adopt rules to prorate the amount of the first and final periodic payments to an alternate payee.

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

(5) If a QILDRO indicates that the alternate payee is to receive a percentage of any retirement system benefit, the calculations required shall be performed by the member, the alternate payee, their designated representatives or their designated experts. The results of said calculations shall be provided to the retirement system via a QILDRO Calculation Court Order issued by an Illinois court of competent jurisdiction in a proceeding for declaration of invalidity of marriage, legal separation, or dissolution of marriage. The QILDRO Calculation Court Order shall follow the form provided in subsection (n-5). The retirement system shall have no duty or obligation to assist in such calculations or in completion of the QILDRO Calculation Court Order, other than to provide the information required to be provided pursuant to subsection (h).

(6) Within 45 days after the receipt of a QILDRO Calculation Court Order, the retirement system shall notify the member and the alternate payee (or one designated representative of each) of the receipt of the Order. If a valid QIL-

DRO underlying the QILDRO Calculation Court Order has not been filed with the retirement system, or if the QILDRO Calculation Court Order does not clearly indicate the amount the retirement system is to pay to the alternate payee, then the retirement system shall at the same time notify the member and the alternate payee (or one designated representative of each) of the situation. Unless a valid QILDRO has not been filed with the retirement system, or the QILDRO Calculation Court Order does not clearly indicate the amount the retirement system is to pay the alternate payee, the retirement system shall implement the QILDRO based on the QILDRO Calculation Court Order as soon as administratively possible once benefits are payable. The retirement system shall have no obligation to make any determination as to whether the calculations in the QILDRO Calculation Court Order are accurate or whether the calculations are in accordance with the parties' QILDRO, agreement, or judgment. The retirement system shall not reject a QILDRO Calculation Court Order because the calculations are not accurate or not in accordance with the parties' QILDRO, agreement, or judgment. The retirement system shall have no responsibility for the consequences of its implementation of a QILDRO Calculation Court Order that is inaccurate or not in accordance with the parties' QILDRO, agreement, or judgment.

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) If the member is a participant in the self-managed plan authorized under Article 15 of this Code [40 ILCS 5/15-105 et seq.] and the QILDRO provides that the only benefit the alternate payee is to receive is a percentage of a lump sum benefit as of a specific date that has already past, then, within 45 days after the retirement system receives the QILDRO, the retirement system shall provide the lump sum amount to which the QILDRO percentage is to be applied.

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

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

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

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

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

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

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

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

(C) For all situations except that situation described in item (A), if the retirement system receives the QILDRO after the effective date of retirement, then, within 45 days after the retirement system receives the QILDRO, or, if the

retirement system receives the QILDRO before the member's effective date of retirement, then as soon as administratively possible before or after the member's effective date of retirement (but not later than 45 days after the member's effective date of retirement), the retirement system shall provide all of the following information:

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

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

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

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

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

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

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

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

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

(i) In a retirement system in which a member or beneficiary is required to apply to the system for payment of a benefit, the required application may be made by an alternate payee who is entitled to all of a termination refund or retirement benefit or part of a death benefit that is payable under a QILDRO, provided that all other qualifications and requirements have been met. However, the alternate payee may not make the required application for death benefits while the member is alive or for a member's refund or a retirement benefit if the member is in active service or below the minimum age for receiving an undiscounted retirement annuity in the retirement system that has received the QILDRO or in any other retirement system in which the member has regular or permissive service and in which the member's rights under the Retirement Systems Reciprocal Act [40 ILCS 5/20-101 et seq.] would be affected as a result of the alternate payee's application for a member's refund or retirement benefit.

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

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

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

(k) In the event that a regular payee or an alternate payee is overpaid, the retirement system shall have the authority to and shall recoup the amounts by deducting the overpayment from future payments and making payment to the other payee. The system may make deductions for recoupment over a period of time in the same manner as is provided by law

or rule for the recoupment of other amounts incorrectly disbursed by the system in instances not involving a QILDRO. The retirement system shall incur no liability to either the alternate payee or the regular payee as a result of any payment made in good faith, regardless of whether the system is able to accomplish recoupment.

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

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

(3) A retirement system that received a valid QILDRO before the effective date of this amendatory Act of the 94th General Assembly [P.A. 94-657] shall continue to implement the QILDRO and shall not be liable to any party for amounts paid in good faith pursuant to the QILDRO.

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

CONSENT TO ISSUANCE OF QILDRO

Case Caption: .....

Court Case Number: .....

Member's Name: .....

Member's Social Security Number: .....

Alternate payee's Name: .....

Alternate payee's Social Security Number: .....

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

DATED: .....

SIGNED: .....

(2) A member's consent to the issuance of a QILDRO shall be irrevocable, and shall apply to any QILDRO that pertains to the alternate payee and

retirement system named in the consent.

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

QUALIFIED ILLINOIS DOMESTIC RELATIONS ORDER

.....

(Enter Case Caption Here)

.....

(Enter Retirement System Name Here)

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

IT IS HEREBY ORDERED AS FOLLOWS:

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

II. Identification of Retirement System and parties:

Retirement System: .....

(Name)

.....

(Address)

Member: .....

(Name)

.....

(Mailing Address)

.....

(Social Security Number)

Alternate payee: .....

(Name)

.....

(Mailing Address)

.....

(Social Security Number)

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

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

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

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

(2).....

.% [enter percentage] per month of the marital portion of said benefit with the marital portion defined using the formula in Section IX; or

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

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

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

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

(C) If the member's retirement benefit has not yet commenced, payments

to the alternate payee shall commence as of the date the member's retirement benefit commences.

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

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

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

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

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

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

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

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

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

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

(C) The alternate payee's share of the refund or lump sum retirement benefit under this Section V shall be paid when the member's refund or lump sum retirement benefit is paid.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The amount of the alternate payee's benefit shall be the result of

(A/B) x C x D where:

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

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

"C" equals the gross amount of:

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

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

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

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

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

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

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

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

the Retirement System.

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

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

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

(2) To enter amended QILDROs and QILDRO Calculation Court Orders to conform to the parties' Marital Settlement Agreement or Agreement for Legal Separation ("Agreement"), to the parties' Judgment for Dissolution of Marriage or Judgment for Legal Separation ("Judgment"), to any modifications of the parties' Agreement or Judgment, or to any supplemental orders entered to clarify the parties' Agreement or Judgment.

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

DATED: .....

SIGNED: .....

[Judge's Signature]

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

QILDRO Calculation Court Order

.....

[Enter case caption here]

.....

[Enter Retirement System name here]

THIS CAUSE coming before the Court for the purpose of the entry of a QILDRO Calculation Court Order under the provisions of Section 1-119 of the Illinois Pension Code (40 ILCS 5/1-119), the Court having jurisdiction over the parties and the subject matter hereof; the Court finding that a QILDRO has previously been entered in this matter, that the QILDRO has been received and accepted by the Retirement System, and that the QILDRO requires percentage calculations to allocate the alternate payee's share of the member's benefit or refund, the Court not having found that the QILDRO has become void or invalid, and the Court being fully advised;

IT IS HEREBY ORDERED AS FOLLOWS:

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

(2) Identification of Retirement System and parties:

Retirement System: .....

(Name)

.....

(Address)

Member: .....

(Name)

.....

(Mailing Address)

.....

(Social Security Number)

Alternate payee: .....

(Name)

.....

(Mailing Address)

.....

(Social Security Number)

The Alternate payee is the member's ... current or former spouse/ ...

child or other dependent [check one].

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

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

$$(\text{.....} / \text{.....}) \times \text{.....} \times \text{.....} = \text{.....}$$

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

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

$$(\text{.....} / \text{.....}) \times \text{.....} \times \text{.....} = \text{.....}$$

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

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

$$(\text{.....} / \text{.....}) \times \text{.....} \times \text{.....} = \text{.....}$$

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

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

$$(\text{.....} / \text{.....}) \times \text{.....} \times \text{.....} = \text{.....}$$

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

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

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

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

..... X ..... = .....

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

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

..... X ..... = .....

[Gross benefit amount] [Percentage] [Amount]

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

..... X ..... = .....

[Gross benefit amount] [Percentage] [Amount]

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

..... X ..... = .....

[Gross benefit amount] [Percentage] [Amount]

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

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

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

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

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

DATED: .....

SIGNED: .....

[Judge's Signature]

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

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

The term "administrative decision" is defined as in Section 3-101 of the Code of Civil Procedure [735 ILCS 5/3-101]. The venue for review under the Administrative Review Law shall be the same as is provided by law for judicial review of other administrative decisions of the retirement system.

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

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

(3) Each retirement system shall define its blank model QILDRO form and blank model QILDRO Calculation Court Order form as an original of the forms or a paper copy of the forms. Each retirement system shall, whenever possible, make the forms available on the internet in non-modifiable computer format (for example, Adobe Portable Document Format files) for printing purposes.

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

**HISTORY:** Source: P.A. 90-731, § 5; 93-347, § 5; 94-657, § 5.