

# PLAN DOCUMENT

## THE PROVIDENT PLAN

a/k/a "SUB-PLAN 1"<sup>1</sup>

### INTRODUCTION

The Provident Plan ("the Plan") is a defined-contribution plan under the terms of the United States Internal Revenue Code. It provides that each Plan Member will make a monthly contribution of 5% of pensionable remuneration, and that the employer will make a matching contribution of an equal amount. All contributions vest immediately. Interest is credited to the individual Member accounts at the same time and at the same rate that it is credited Member accounts in the OAS Retirement and Pension Fund. When the Member separates from service, or joins any other OAS Retirement Plan, the Member receives the entire cash amount in the account. The OAS Retirement and Pension Committee serves as the Plan's Trustees, and the Secretary-Treasurer of the OAS Retirement and Pension Fund is the Plan Administrator.

The OAS Retirement and Pension Committee established the Provident Plan for temporary employees by way of Announcement No. 14 on July 10, 1956. The purpose of the Plan was to provide a retirement savings trust account, under the Committee's supervision, for the temporary employees of the OAS General Secretariat and other Inter-American institutions, who at that time, were denied the right to participate in the OAS Retirement and Pension Plan.

Since 1956 when the Provident Plan was first created, there have been many changes in the employment practices of the General Secretariat. For

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<sup>1</sup> The Provident Plan is also known as Sub-Plan 1 within a group of Plans known as the Revitalized Provident Plan, described in general terms in a document published in February 1999, by the OAS General Secretariat entitled "Background and Information on the Revitalized Provident Plan." This Plan document describes the terms of Sub-Plan 1. Sub-Plan 2 consists of a non-qualified retirement savings account established in the OAS Credit Union for temporary employees who chose not to opt for Sub-Plan 1. The employer and employee contributions for Sub-Plan 2 are the same as in Sub-Plan 1. Sub-Plan 3 is a qualified Section 401(m) savings account for trust appointees and other temporary employees with contracts of more than a year. The employer contribution is 14% of pensionable remuneration, and the employee contribution is 7%. All contributions vest immediately. Sub-Plan 4 consists of a non-qualified pension savings account established in the OAS Credit Union for temporary employees with contracts of more than one year and trust appointees. The employer and employee contributions are the same as in Sub-Plan 3.

example, since 1980, the General Secretariat's rules have allowed most temporary staff members with fixed term contracts of one year or more and trust appointments to enter the OAS Retirement and Pension Plan. More recently, in February 1999, the Secretariat, in coordination with the Retirement and Pension Committee, established additional retirement savings options for temporary staff members. Thus, the number of staff members entering the Provident Fund is greatly reduced from prior years.<sup>2</sup> Today, the Provident Plan serves principally IICA employees with less than two years of service and GS/OAS staff members with contracts of up to one year, including those with Special Observer Contracts ("SOCs").

Similarly, since 1956, the laws governing the establishment of qualified pension trusts plans have undergone substantial revision. It is necessary to assure that the Provident Plan, as documented and administered, maintains its status as a qualified pension trust under those laws. If the Provident Plan were to lose its qualified status, participants would have to pay taxes on the 5% institutional contributions deposited and the interest and other income credited to their accounts. They would also lose the right to rollover withdrawals from the Plan into another qualified pension trust or Individual Retirement Account.

Notwithstanding those developments, the Provident Plan has remained remarkably unchanged since it was established in 1956. In fact, Announcement No. 14 is the only written document setting out the terms of the Plan. Although the terms of Announcement 14 are, in principal, consistent with the requirements for qualification under United States law, the Secretariat's and the Pension Committee's interest in maintaining its qualified status under current U.S. laws requires that the terms of the Plan be set out in a different format and with greater specificity. It is for that reason that the Pension Committee, with the support of its Secretariat and Department of Legal Services, has approved and issued this Plan Document to replace Announcement No. 14.

## ARTICLE I DEFINITIONS

- 1.1 "Account" means the record set up on the books of the Fund in the name of the each Member for the receipt of contributions (including the Personal and Institutional Credits as defined below) and for the accreditation of interest and other earnings.

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<sup>2</sup> Id.

- 1.2 "Annual Dollar Limit" means \$150,000, as adjusted from time to time for cost of living in accordance with Section 401(a)(17)(B) of the Code.
- 1.3 "Beneficiary" means any person, persons or entity designated by a Member to receive any benefits payable in the event of the Member's death; however, a Member's spouse shall be the Member's Beneficiary, unless or until he or she elects another Beneficiary with a Spousal Consent. If no Beneficiary Designation is in effect at the Member's death, or if no person, persons, or entity so designated survives the Member, the Member's surviving spouse, if any, shall be the Beneficiary. Otherwise, the Beneficiary shall be the personal representative of the estate of the Member.
- 1.4 "Code" means the internal Revenue Code of 1986, as amended from time to time.
- 1.5 "Committee" means the "Retirement and Pension Committee" referred to in Section II of the OAS Retirement and Pension Plan and defined in Article IV of this Plan.
- 1.6 "Compensation" means "Pensionable Remuneration," which includes the Member's gross income for services actually rendered, as defined in GS/OAS Staff Rule 103.1(d) and computed pursuant to the formula set out in OAS Permanent Council Resolution CP/RES 651(1033/95), "Adoption of the Formula for Computing Pensionable Remuneration under the New Compensation System," provided, however, that said remuneration shall not equal an amount that would cause the contributions to the Plan to exceed the limits Established in Section 415(c) of the Code.
- 1.7 "Direct Contribution" means a contribution to a retirement fund, plan, or program paid directly on behalf of a staff member to the fund trustees or trust, or in the case of a national social security retirement program, to the appropriate authority. It does not include contributions made directly to the staff member for deposit in such a fund, plan, or program.
- 1.8 "Eligible rollover distribution" has the meaning given to that term under Section 402(c) of the Code.
- 1.9 "Employee" means "staff member" as defined below.

- 1.10 "Employee Contributions" means contributions made to the Plan by employees in accordance with Section 3.2 of this Plan.
- 1.11 "Employer" means any organ or entity of the Organization of American States, a public international organization under the International Organizations Immunities Act, 22 U.S.C. §§288 et seq., that agrees to make employer contributions to this Plan in accordance with its terms. Employers include, but are not limited to, the General Secretariat of the Organization of American States; the Inter-American Institute for Cooperation on Agriculture; and the Inter-American Defense Board.
- 1.12 "Employer Contributions" means contributions made to the Plan by the Employer in accordance with Section 3.2 of this Plan.
- 1.13 "Enrollment Date" means the first day of any calendar month.
- 1.14 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.15 "Fund" means the Fund defined in Article III of this Plan.
- 1.16 "General Standards" means General Standards to Govern the Operations of the General Secretariat of the Organization of American States.
- 1.17 "GS/OAS" means the General Secretariat of the Organization of American States.
- 1.18 "He, him, his" refer to all genders and are used for convenience only. All provisions of the Plan apply equally to men and women.
- 1.19 "Hour of service" means each hour for which the employee is paid or entitled to payment for performance of duties for the Employer.
- 1.20 "IICA" means Inter-American Institute for Cooperation on Agriculture.
- 1.21 "IRA" means Individual Retirement Account as defined in Sections 408 and 408A of the Code.
- 1.22 "Institution" means Employer as defined above.
- 1.23 "Institutional credit" means the Member's contribution plus semiannual interest.

- 1.24 "Institutional Income" means income earned by the Employee from services performed for the Employer.
- 1.25 "IRC" means the Internal Revenue Code.
- 1.26 "Leased Employee" means any person performing services for the Employer as a leased employee as defined in Section 414(n) of the Code.
- 1.27 "Matching Contribution" means the Employer Contribution.
- 1.28 "Member" means any Staff Member who joins the Plan under Article II of the Plan.
- 1.29 "Notice" means the indication by the Employee of his or her wishes in writing, submitted in a way satisfactory to the Secretary Treasurer.
- 1.30 "OAS" means Organization of American States
- 1.31 "OAS/RPF" means the OAS Retirement and Pension Fund.
- 1.32 "OAS/RPP" means the OAS Retirement and Pension Plan.
- 1.33 "Participation" means the condition of being a Member in the Plan.
- 1.34 "Pensionable Remuneration" means "compensation" as defined above.
- 1.35 "Personal Credit" means the employer's contribution plus semiannual interest.
- 1.36 "Plan" means the "Provident Plan," a/k/a Sub-Plan 1, described in this Plan Document.
- 1.37 "Plan Administrator" means the Secretary-Treasurer as defined below.
- 1.38 "Revitalized Provident Plan" means the Pension Plan announced by the General Secretariat in April 1999, which contains four Sub-Plans, of which the Provident Plan described in this Plan Document is Sub-Plan 1.
- 1.39 "Secretary-Treasurer" is the principal executive officer of the Fund, the Plan Administrator, and Secretary Treasurer of the OAS/RPF described in Section II(2) of the OAS/RPP.

- 1.40 "Service" means the condition of being a staff member of an Employer. Service does not necessarily imply Plan Membership.
- 1.41 "Spousal Consent" means the written consent of a Member's spouse to the Member's designation of a specified Beneficiary, in a form satisfactory to the Secretary Treasurer.
- 1.42 "Staff Member" means any person defined as a staff member under Articles 17(b) - (d) of the General Standards to Govern the Operations of the General Secretariat and the corresponding provisions of the rules and procedures of other Employers. It does not include Leased Employees as defined above.
- 1.43 "Trust Fund" means the "Fund" defined above.
- 1.44 "Trustees" means the "Committee" as defined above.
- 1.45 "Unmarried" means having no spouse at the time when eligibility for a benefit is under consideration.

## ARTICLE II ELIGIBILITY AND MEMBERSHIP

- 2.1 The following staff members are eligible to participate in the Plan, provided they are not Participants in or Members of the OAS Retirement and Pension Plan or other Pension Plans to which the General Secretariat directly contributes.
- a. Staff Members under Contracts for a Limited Time under Article 17(b) of the General Standards;
  - b. Staff Members appointed to Trust Positions under Article 17(c) of the General Standards;
  - c. Local Professional staff members appointed under Article 17(d) of the General Standards and for whom the General Secretariat does not make the contributions under the corresponding national social security system to either the staff member or the appropriate national authority; and
  - d. Temporary Support Personnel appointed under Article 17(d) of the General Standards and for whom the General Secretariat does not make the required contributions under the corresponding national

social security system to either the staff member or the appropriate national authority.

- e. Temporary staff members of other Employers as defined in this Plan above.
- 2.2 An eligible staff member may become a Member on any Enrollment Date coinciding with or immediately following the date the staff member completes one Hour of Service.
- 2.3 An eligible staff member shall become a Member on the first Enrollment Date on which the staff member authorizes the Employer to make regular payroll deductions for the contribution amounts set out in Article III below.
- 2.4 In accordance with Article VII and Section 8.5 of this Plan, Membership in this Plan shall terminate on the date the Member is no longer an Employee, becomes a member or participant in another GS/OAS Retirement Plan, or no longer satisfies the eligibility requirements in Section 2.1 above.

### ARTICLE III CONTRIBUTIONS AND PLAN FINANCING

- 3.1 This Plan is financed by a Provident Fund ("the Fund"), which is a trust fund under the control and direction of the Committee, and which is available for investment and for meeting the obligations and expenses the Committee incurs in carrying out the Plan.
- 3.2 The Fund consists of:
- a. Such amounts as heretofore have come under the control of the Committee for purposes of carrying out the provisions of the Plan.
  - b. A compulsory contribution by Members of 5% of their pensionable remuneration, as defined above;
  - c. A matching contribution of 5% of each Member's pensionable remuneration made by the Member's Employer;
  - d. All earnings and income from the Fund's assets under the control of the Committee;
  - e. Forfeitures; and

- f. Requests, gifts, or any other income from any source accepted by the Committee.
- 3.3 Within the Fund, an account shall be maintained for each Member, consisting of the Personal Credit and the Institutional Credit as defined in Article I above. The interest to be allowed on the Personal Credit and the Institutional Credit shall be computed as of June 30 and December 31, on the previous semiannual balance; but when an account is being liquidated, interest to the date of liquidation may be allowed.
- 3.4 Contributions may not exceed the limits established under Section 415 of the Code, so that:
- a. The annual addition to a Member's Account for any Plan Year, which shall be considered the "limitation year" for purposes of Section 415 of the Code, when added to the Member's annual addition for that Plan Year under any other qualified defined contribution plan of the Employer, shall not exceed an amount which is equal to the lesser of (i) 25% of his or her aggregate remuneration for that Plan Year or (ii) \$30,000, as adjusted pursuant to Section 415(d) of the Code; and
  - b. The amount of a Member's pensionable remuneration taken into account for computing the contributions to a Member's account shall not exceed the Annual Dollar Limit, as established in Section 401(a)(17)
- 3.5 For purposes of this Article, the "annual addition" to a Member's Accounts under this Plan or any other qualified defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) maintained by the Employer shall be the sum of: (a) the total contributions made on the Member's behalf by the Employer, including forfeitures, if applicable; (b) all Member Contributions; all other contributions (excluding interest and earnings) that have been allocated to the Member's other accounts under any other such qualified defined contribution plan; and (c) amounts described in Sections 415(l)(1) and 419(A)(d)(2) allocated to the Member.
- 3.6 If the annual addition to a Member's Accounts for any Plan Year, prior to the application of the limitation set forth in paragraph 3.1 above exceeds that limitation due to a reasonable error in estimating a Member's annual compensation, the amount of contributions credited to the Member's Accounts in that Plan Year shall be adjusted to the extent necessary to satisfy that limitation by reducing the Member's matched Employee



Contributions and corresponding Matching Contributions to the extent necessary. The amount of the reduction attributable to the Member's matched Employee contributions shall be returned to the Member, together with any earnings on those contributions to be returned, and the amount attributable to the Matching Contributions shall be forfeited and used to reduce subsequent contributions payable by the Employer.

- 3.7 If the Commissioner of Internal Revenue determines that the Plan is not qualified under Section 401(a) of the Code, the Employer's contributions made on or after the date on which that determination is applicable shall be made directly to the Employee, and the Employee shall not have the right to receive tax reimbursement for any taxes on the amount so paid.
- 3.8 The Employer may recover without interest the amount of its contributions to the Plan made on account of a mistake of fact, reduced by any investment loss attributable to those contributions, if recovery is made within one year after the date of those contributions.

#### ARTICLE IV FIDUCIARIES

- 4.1 The Trustees of the Plan are the members of the Committee defined in Article I above and as further specified in Section 4.2 below.
- 4.2 The Committee is composed of the following three members charged with carrying the Plan into effect:
- a. A person elected by the OAS Permanent Council;
  - b. The OAS Secretary General or his appointee;
  - c. A member of the staff of the OAS General Secretariat, elected annually by the Participants in the OAS Retirement and Pension Plan.
- 4.3 The Committee shall:
- a. Formulate any rules or regulations necessary to carry out the Plan in accordance with its provisions; and
  - b. Establish the interest rates for the computations necessary to carry out the provisions of the Plan.
- 4.4 The Committee may:

- a, Make provisions with the Plan for accepting savings from Members, for making loans to them, and for allowing them to pledge their Accounts as collateral for loans at the OAS Federal Credit Union, to the extent permitted under ERISA and the Code.
  - b. Enter into agreements with other international organizations and with governments of member states to permit the transfer and continuity of pension rights and the transfer of funds of participants who leave to work in those organizations or governments, or vice versa, provided that the agreements are consistent with the principles of the Plan, and that the transfers involve no cost to the Fund or to the institutions affiliated with the Plan.
- 4.5 The Committee, as the Trustees of the Fund and the Plan, is responsible for providing the benefits of the Plan and paying the expenses of Plan administration not paid directly by the Employer. The Employer has no liability for the payment of Plan benefits nor for the administration of the funds paid over to the Fund and/or its Trustees.
- 4.6 The Plan Administrator is the Secretary-Treasurer of the OAS Retirement and Pension Fund. The Secretary-Treasurer is the principal executive officer and administrator of the Fund under this Plan. The Secretary-Treasurer is subject to the authority of the Committee and administers the Fund in accordance with the standards established by the Committee and by the Plan. The Secretary-Treasurer shall post a surety bond in the amount to be determined by the Committee. The Secretary-Treasurer's Functions and Responsibilities are more fully set out in Article VIII of this Plan.
- 4.7 Any individual may serve in more than one fiduciary capacity with respect to the Plan, the Fund, and other OAS Retirement Plans and Funds.
- 4.8 For purposes of ERISA, the Plan Administrator shall be the named fiduciary of the Plan.

## ARTICLE V VESTING

- 5.1 A Member shall at all times be one hundred percent (100%) vested and have a nonforfeitable right to the Member's Account.

ARTICLE VI  
TRANSFERS AND ROLLOVERS

- 6.1 A Member's Account in the Fund under this Plan is not transferable to other qualified pension funds established by the Employer, unless such funds, by their express terms, provide for such transfers.
- 6.2 A Member's eligible rollover distribution may be rolled over into a qualified Individual Retirement Account in accordance with the applicable provisions of the Code. A Member's eligible rollover distribution may also be rolled over into a another qualified pension trust, provided the rollover is permitted under the terms of that Plan and satisfies the applicable provisions of the Code.

ARTICLE VII  
DISTRIBUTION OF ACCOUNTS

- 7.1 Membership in the Plan shall terminate when the Member separates from service from the Employer or when the Member becomes a Member of or Participant in another Retirement Plan to which the Employer makes direct contributions, or when the Member is otherwise no longer eligible for Plan Membership. In no case, however, shall the Member be allowed to continue as a Member of the Plan beyond the age limitations set out in Section 7.3 below.
- 7.2 The Member's entire Account in the Plan shall be distributed to the Member upon the Member's termination from the Plan.
- 7.3 Regardless of any other provisions of the Plan, the payment of benefits shall be made within the following time limits:
- a. The Member's entire interest shall be distributed to the Member no later than April 1 of the calendar year following the one in which the Member reaches the age of 70.5;
  - b. Where the Member dies after distribution has begun but before the Member has received the entire interest, the remaining portion shall be distributed immediately to the Member's designated beneficiary, but in no case later than one year after the Member's death;
  - c. Where the Member dies before the distribution of benefits has begun, the benefits shall be distributed to the Member's designated

beneficiary immediately, but in no case later than one year after the Member's death.

## ARTICLE VIII PLAN ADMINISTRATION

- 8.1 At least once a year, the Secretary-Treasurer shall furnish each Member with a statement setting forth value of the Member's Accounts.
- 8.2 Except as otherwise provided in the Plan, no part of the corpus or income of the funds of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and other persons entitled to benefits under the Plan and paying the expenses of the Plan not paid directly by the Employer. No person shall have any interest in, or right to, any part of the earnings of the funds of the Plan, or any right in or to any part of the assets held under the Plan, except as and to the extent expressly provided in the Plan.
- 8.3 Consistent with the rules, resolutions, and guidelines of the Committee, if any, the Plan Administrator may:
- (a) Authorize an agent to execute or deliver any instrument to make any payment on the Administrator's behalf from the Fund;
  - (b) Retain counsel;
  - (c) Otherwise employ agents, and provide for such clerical, accounting, and consulting services as the Plan Administrator may require in carrying out the provisions of the Plan;
  - (d) Delegate to other persons all or such portion of the Plan Administrator's duties under the Plan, as the Plan Administrator shall decide.
  - (e) Construe and interpret the Plan (including, but not limited to, a determination of an individual's eligibility for Plan participation, the right and amount of any benefit payable under the Plan and the date on which any individual ceases to be a Member), with the advice of the Plan's legal counsel.

- (f) Appoint one or more investment managers (within the meaning of Section 3(38) of ERISA) to manage (including the power to acquire and dispose of) all or part of the assets of the Plan.
- 8.4 Consistent with the rules, resolutions, and guidelines, if any, established by the Committee, the Plan Administrator shall maintain, or cause to be maintained, records showing the individual balances in each Member Account; however, maintenance of those records and Accounts shall not require any segregation of the Plan's Funds.
- 8.5 The Plan Administrator shall use that degree of care, skill, prudence and diligence that a prudent man in a like capacity and familiar with such matters would use in his conduct of a similar situation.
- 8.6 The Plan Administrator shall not establish a Member Account prior to receiving a written instruction from the Member's Employer to do so. Similarly, the Plan Administrator shall not terminate an account prior to receiving notice from the Member's Employer that the Member has either separated from service, affiliated with another Retirement Plan to which the Employer directly makes contributions on behalf of the Member, has reached the age limitation established in Section 7.3 above, or is otherwise ineligible for membership in the Plan.

#### ARTICLE IX AMENDMENT, MERGER, AND TERMINATION

- 9.1 GS/OAS, in consultation with the Committee, may amend in whole or in part any or all of the provisions of the Plan; however, no amendment shall allow any part of the Fund to be used for or diverted to purposes other than for the exclusive benefit of persons entitled to payments under the Plan. No amendment shall have the effect of decreasing the balance of the Account of any Member or of reducing the nonforfeitable balance of the Account of a Member computed under the Plan as of the effective date on which the amendment is adopted, or if later, the date on which the amendment enters into force.
- 9.2 GS/OAS may merge this Plan with another qualified plan, or transfer a portion of the Plan's assets and liabilities to another qualified plan. The Plan may not be merged or consolidated with, and its assets or liabilities may not be transferred to, any other plan unless each person entitled to benefits under the Plan would, if the resulting plan were then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit the Member would have been

entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

- 9.3 GS/OAS may terminate the Plan or completely discontinue contributions under the Plan for any reason at any time. In case of termination or partial termination of the Plan, or complete discontinuance of Employer contributions to the Plan, the rights of affected Members to their Accounts under the Plan as of the date of the termination or discontinuance shall be nonforfeitable. In the event of the Plan's termination, the total amount in each Member's Accounts shall be distributed to the Member if permitted by law, or continued in trust for the Member's benefit, as the Plan Administrator may direct.

## ARTICLE X GENERAL PROVISIONS

- 10.1 The establishment of the Plan shall not confer any legal rights upon any Employee or other person for a continuation of employment, nor shall it interfere with the rights of the Employer to discharge any Employee and to treat him or her without regard to the effect which that treatment might have upon him or her as a Member or potential Member of the Plan.
- 10.2 If the Plan Administrator shall find that a Member or other person entitled to a benefit is unable to care for his or her affairs because of illness or accident or because the Member or other person is a minor, the Plan Administrator may direct that any benefit due the Member or other person, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to the Member's or other person's spouse, a child, a parent, or other blood relative, or to a person with whom the Member or other person resides. Any payment so made shall be a complete discharge of the liabilities of the Plan for the benefit.
- 10.3 Notwithstanding any provision of the Plan to the contrary, if a Member's Account is credited with an erroneous amount due to a mistake in fact or law, the Plan Administrator shall adjust such Account in such equitable manner as the Plan Administrator deems appropriate to correct the erroneous allocation.
- 10.4 Each Member, Beneficiary, or other person entitled to a benefit, before any benefit shall be payable to the corresponding account under the Plan, shall file with the Plan Administrator the information required by the Administrator to establish the payee's rights and benefits under the Plan.

- 10.5 If the Plan Administrator cannot ascertain the whereabouts of any person to whom a payment is due under the Plan, the Plan Administrator may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Plan Administrator or the Employer. If such person has not made written claim therefor within three months of the date of the mailing, the Plan Administrator may, upon receiving advice from legal counsel to the Plan, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the Plan and the amount thereof applied to reduce the contributions of the Employer or distributed to the other Plan Members as a income from a forfeiture. Upon such cancellation, the Plan and the Trust shall have no further liability for the payment of said benefits.
- 10.6 Any elections, notifications, or designations made by a Member pursuant to the provisions of the Plan shall be made in writing and filed with the Plan Administrator in a time and manner determined by the Plan Administrator under rules uniformly applicable to all employees similarly situated. The Plan Administrator may change from time to time the manner for making notifications, elections, or designations by Members under the Plan if the Plan Administrator determines that such action improves the administration of the Plan.
- 10.7 The Plan shall be construed, regulated, and administered under ERISA and the laws of the District of Columbia, to the extent they apply to governmental plans of public international organizations.
- 10.8 Nothing in this Plan constitutes a waiver, express or implied of the privileges and immunities of the Employer, the Secretary-Treasurer, the Committee and its members, and the Employer's staff members under the laws of the United States of America or the laws of any other OAS Member State.
- 10.9 A Member or former Member may appeal to the Administrative Tribunal of the Organization of American States from any decision of the Committee or of the Secretary-Treasurer; however, prior to making such appeal, the Complainant must first request the Committee to reconsider the contested decision. The request for reconsideration must be filed with the Secretary-Treasurer no later than thirty days after the Member first receives notice of the contested decision. If the Committee fails to reconsider the decision and notify the Complainant of its final decision within sixty days of its receipt of the request, the Complainant may proceed to the Administrative Tribunal in

accordance with the requirements of the Tribunal Statute and its Rules of Procedure.