



June 6, 2006

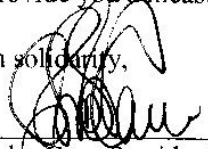
Dear NATCA Member,

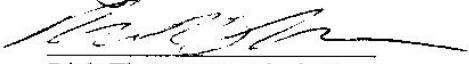
NATCA's National Executive Board is introducing a temporary benefit fund for NATCA Members only, effective immediately.


We are working under extraordinary pressure brought about by the threat of discipline and worse as our employer imposes "cultural changes". This level of anxiety cannot help but produce distraction among our members. Because any loss of focus could have serious consequences for the safety of the National Air Space System, NATCA is acting to mitigate any such threat by providing temporary and extraordinary benefits for the well being and security of members who may be the target of unfair retribution.

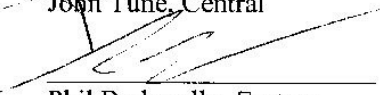
Your NATCA Executive Board sincerely hopes that the existence of this program will provide you a measure of well being and security during these difficult times.

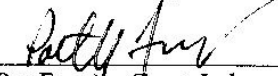
In solidarity,

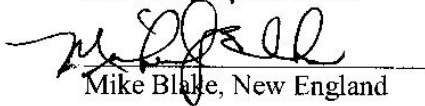

John Carr, President



Rick Thompson, Alaskan

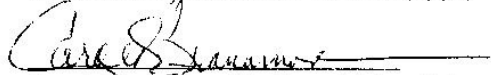

John Tune, Central

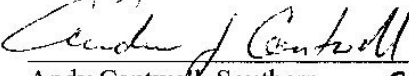

Phil Barbarello, Eastern

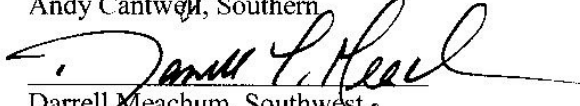

Pat Forrey, Great Lakes

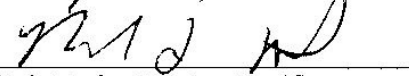

Mike Blake, New England

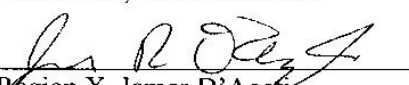

Ruth Marlin, Executive Vice President


Carol Bhanaman, Northwest Mountain


Andy Cantwell, Southern


Darrell Meachum, Southwest


Bob Marks, Western Pacific


Region X, James D'Agati

NATCA MEMBER BENEFITS FUND



**SUMMARY PLAN DESCRIPTION:
MEMBER ASSISTANCE BENEFIT**

JUNE 2006

OVERVIEW OF THE NATCA MEMBER ASSISTANCE BENEFIT

In response to these extraordinary times in which our employees are facing discipline and termination for reasons unimaginable in the past, NATCA has established a temporary relief fund for NATCA members who are adversely affected. It is intended to provide eligible NATCA members with the means to temporarily meet their essential financial obligations.

The “Member Assistance Benefit” program rationale and requirements are attached. The program is not intended to cover employees whose discipline is a result of charges that may have led to adverse action under normal conditions. Rather, it is designed to cover employees who are disciplined because the Agency wants to make an example of them in their efforts to create a “cultural change”, as a result of Agency bias against the Union, as retaliation for whistleblowing, and/or as a deliberate Agency attempt to discourage employees from the exercise of their contractual and legal rights.

The NATCA National Executive Board has appointed Trustees to the NATCA Member Benefit Plan who will administer the fund. These trustees will determine whether or not applicants meet the criteria for eligibility. In order to set the process in motion, an applicant must fill out the attached “Application for Assistance” form in its entirety, providing required documentation as described therein.

If the Trustees determine that the eligibility criteria have been met and approve a request for assistance, an affected NATCA member will receive financial assistance in accord with the provisions of the governing documents for the Member Assistance Benefit. NATCA members who receive assistance under the Member Assistance Benefit are required to sign a promissory note and are obligated to pay back the funds in their entirety to NATCA.

If you have any questions, please call your regional Vice-President. We sincerely hope that the existence of this program will provide you a measure of well-being and security during these difficult times.

NATCA National Executive Board

FACTS ABOUT THE PLAN

Plan Name

NATCA Member Benefit Plan

Plan Sponsor

National Air Traffic Controllers Association, AFL-CIO
1325 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Employer Identification Number

52-1522639

Plan Number

501

Type of Plan

This is a welfare plan designed to provide a loan program for supplemental unemployment benefits.

Type of Administration

NATCA provides administrative services to the Plan.

Name of Plan Administrator

Board of Trustees of the NATCA Member Benefit Fund

Agent for Service of Legal Process

General Counsel
National Air Traffic Controllers Association
1325 Massachusetts Avenue, N.W.
Washington, D.C. 20005

Sources of Contribution

Sources of contributions to the Fund are discretionary contributions made by NATCA and repayments made by participants pursuant to promissory notes.

Funding Medium

All assets are held in trust by the Board of Trustees.

Plan Year and Fiscal Plan Year

January 1 - December 31.

BOARD OF TRUSTEES

Carol Branaman
Jim D'Agati
Bill McGowan
Darrell Meachum
Russ Miller
Paul Rinaldi
Dale Wright

Correspondence for all trustees should be sent to:

National Air Traffic Controllers Association, AFL-CIO
1325 Massachusetts Avenue, N.W.
Washington, D.C. 2005

NATCA MEMBER ASSISTANCE BENEFIT

PARTICIPANTS

Active NATCA members in good standing are eligible to participate in the Fund on the earlier of the date of NATCA membership or the effective date of the Fund. Participation will terminate on the earlier of the date the Participant's good standing membership in NATCA terminates or is suspended or the date the Fund terminates.

CONDITIONS OF MEMBER ASSISTANCE BENEFIT

The Member Assistance Benefit is a temporary loan program designed to meet the short-term needs of NATCA members who are targets of anti-union animus by the Federal Aviation Administration ("FAA" or "Agency"). Loan benefits are payable to members whose employment with the FAA is terminated or who suffer an adverse employment action of thirty (30) days or more under the following circumstances, as determined by the Fund's Board of Trustees in their sole discretion.

1. The Agency's charges are a pretext for Union Animus (unless the charge of Union Animus is only marginal in the overall context of other charge (s) that, by themselves, may reasonably have led to the adverse action in any case); or
2. The Agency's charges are a pretext designed to discourage other members from exercising their contractual and legal rights (not to include clear act(s) of unlawful and/or insubordinate behavior that, by themselves, may reasonably have led to the adverse action in any case); or
3. The Agency's charges are a pretext designed to make an example of NATCA members for the purpose of making "cultural changes", or who are "whistle blowers" exposing management ineptitude and/or wrongdoing (unless the "whistle blowing" is only marginal in the overall context of other charge(s) that, by themselves, may reasonably have led to the adverse action in any case).

In order to be eligible to receive Member Assistance Benefits, the affected NATCA member must timely file a grievance, Merit Systems Protection Board ("MSPB") claim, or EEO ("equal employment opportunity") charge and the member must cooperate fully in the grievance, MSPB claim, or EEO charge, including but not limited to attendance at meetings, arbitrations, or hearings.

LOAN BENEFITS PAYABLE

The Member Assistance Benefit is a temporary loan intended to help eligible NATCA members meet their essential financial obligations during periods of involuntary unemployment as a result of anti-union animus. As such, it is limited in amount and duration. Members approved for benefits will receive a loan in the amount of \$600.00 per week for each full week of unemployment until 16 weeks of loan benefits have been paid or the member receives back pay

from the Agency, whichever occurs first. NATCA Constitutional Officers approved for benefits will receive a loan in the amount of \$600.00 per week for each full week of unemployment up to a maximum total loan benefit of \$2,000 have been paid or the Constitutional Officer receives back pay from the Agency, whichever occurs first. No benefits are payable once the NATCA Funding Limit, described below, is reached.

For purposes of the Member Assistance Benefit, a NATCA Constitutional Officer is a member of the NATCA National Executive Board, Local President, Vice President, Secretary, or Treasurer.

NATCA FUNDING LIMIT

NATCA has designated \$750,000 from the NATCA national contingency fund to be made available for loan payments under the Member Assistance Benefit. Loan payments will be made for eligible members approved for benefits, subject to the terms of the Plan, until the amount of \$750,000 has been exhausted. Once this amount has been exhausted, no further loan payments shall be made. Member loan repayments will continue beyond the date that benefit payments cease and must continue to be repaid until the terms of the promissory note are satisfied in full.

LOAN REPAYMENT

NATCA members who receive loan benefits under the Member Benefit Assistance must sign a promissory note and are obligated to return the funds in their entirety to NATCA under the terms set forth herein and in the promissory note. Recipients will pay back the funds entirely.

Repayment must be made within 120 days of receiving back pay for those members who receive full back pay from the Agency, whether as a result of any proceedings or otherwise, including but not limited to (1) settlement of a grievance; (2) settlement of an administrative charge; (3) award of an arbitrator; or (4) order of an administrative forum, or judicial enforcement of the foregoing.

For members who do not receive full back pay, or who receive partial back pay, repayment will be made within one (1) year of the decision of the appropriate arbitrator or tribunal denying an award of back pay, or receipt of the partial back pay (whichever is applicable), whether or not an appeal is filed.

If a member ceases to be a member of NATCA in good standing or retires from employment with the Agency, payment of all benefits will cease upon such date and the loan repayment will be due in full and payable within 15 days of that date.

Any member who fails to repay the loan when due or to make any payment or take any action required under the terms of the promissory note shall be in default. Upon default, payment of all benefits will cease and the loan repayment will be due in full and payable immediately. NATCA and the Fund shall have the right to pursue all available remedies to enforce the repayment obligation, including but not limited to the right to take legal action. If

the Fund and/or NATCA files suit to enforce the repayment obligation, the member will be responsible for the Fund's and/or NATCA's attorneys' fees and costs of recovery.

OVERPAYMENTS AND RIGHT OF RECOVERY

If any incorrect payment is made by the Fund, the Fund has the right to recover any such amount from the member or any other person to or on whose behalf the payment was made. The Fund has the right to recover any incorrect payments from any person through offset from future payments to which a person may be entitled from the Fund or by taking legal action. If the Fund files suit to recover incorrect payments, the member will be responsible for the Fund's attorneys' fees and costs.

PLAN INTERPRETATION AND DETERMINATIONS

With respect to those benefits that are provided directly by the Fund, the Board of Trustees shall have exclusive authority and discretion to determine whether a claimant is eligible for any payments under this Plan; to make factual determinations about any matter under the Plan; to determine the amount of payment, if any, a claimant is entitled to under this Plan; to interpret all of this Plan's provisions; and to interpret all of the terms used in this Plan. All such determinations and interpretations made by the Trustees, or their designee, are final and binding upon any person claiming benefits under this Plan; and shall be given deference in all courts of law, to the greatest extent allowed by applicable law; and shall not be overturned or set aside by any court of law unless found to be arbitrary and capricious.

PLAN AMENDMENT AND TERMINATION

NATCA reserves the right to amend or terminate any benefit under the Member Benefit Fund at any time. Benefit payments under the Member Assistance Benefit will terminate 120 days after the end of the term of office of FAA Administrator Marion Blakey. However, loan benefits approved by the Trustees before such date will continue to be payable as otherwise provided under the Plan. Loan repayments will continue beyond the date that benefit payments cease and must continue to be repaid until the terms of the promissory note are satisfied in full.

CLAIM FILING AND APPEAL PROCEDURES - MEMBER ASSISTANCE BENEFIT

When You File a Claim

NATCA members who wish to receive a loan through the Member Assistance Benefit must so inform their respective NATCA Regional Vice President in writing. The member must apply for the benefit on the form (if any) approved by NATCA for this purpose. Included with the request, the member must supply all requested information in order to be eligible for benefits, including all documents pertaining to the Agency's action against the employee, the grievance or documentation of a request for an MSPB hearing, including but not limited to written confirmation of the termination or adverse action. The NATCA Regional Vice President will forward the claim to the Fund, with a copy to NATCA's General Counsel, within seven (7) days of receipt of the claim. The Regional Vice President shall submit any supporting documentation or additional information he or she considers germane to the Fund, with a copy to NATCA's General Counsel, within five (5) days of the notice of the claim.

You may designate a representative to act for you in filing your claim, by notifying the Fund in writing of the representative's name, address, telephone number and relationship to you. The Fund will send all notices and other communications regarding your claim directly to your authorized representative and will not send copies to you. Any change or cancellation of your authorization must be in writing.

Payment of a Claim

If the Trustees approve the request for a loan under the Member Assistance Benefit, the Fund will send the member a promissory note for signature. The member must sign the promissory note in order for the loan proceeds to be distributed. No benefit will be payable if the member does not sign the promissory note or if the note is altered in any way. Loan payments will begin as soon as administratively feasible once the signed promissory note is received by the Fund.

If the Trustees do not approve your claim promptly and an extension is required, the Fund will notify you as explained below. This extension notice will tell you why the Fund requires extra time, whether any further information is required, and the approximate date that a decision on your claim is expected.

The Fund will generally make a determination on your claim within 90 days of receipt of the claim, although the Fund may require a 90 day extension of time in special circumstances. If the Fund determines that additional time is required, the Fund may ask you to voluntarily agree to extend the time further for a reasonable period of time.

The Fund's Trustees, in the exercise of their discretion in making benefit determinations, both initially and on appeal, will apply the terms of the Plan and any applicable guidelines, rules and schedules, and the Fund will conduct periodic reviews of such determinations.

Denial of a Claim

All claim denials, either in whole or in part, made by the Fund will be sent to you or your authorized representative in writing within the time limits described above (including extensions of time). A claim denial includes a reduction or termination of benefits, or a failure to pay for benefits.

If your claim is denied, the notice will contain the following information so that you know why your claim has been denied:

1. The specific reason for the denial;
2. Reference to the specific provision of the Plan document or rule on which your denial is based;
3. A description of additional materials or information you would need to perfect your claim and an explanation of why we need this material or information;
4. The steps you must take if you want to have your denied claim reviewed, including the amount of time you have to do this. *See* Review of a Denied Claim, below; and
5. A statement of your right to bring a lawsuit under ERISA if you appeal the denial through the Fund's appeal procedures and that appeal is also denied. No suit may be brought without first timely following the appeal procedures.

Review of a Denied Claim

When your claim is denied in part or in full, you may appeal the denial directly to the Fund and have the decision reviewed.

If you decide to appeal, you or your representative must make a written request for review within 60 days after you receive a written notice that your claim has been denied. You may include a written explanation of the issues and your comments on those issues with your request for review and any documents, records, or other information you wish the Fund to consider. The Fund will take into account all information you submit in support of your appeal, even if the information was not submitted or considered in the initial benefit decision. The Fund will provide you, upon request and free of charge, with reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits.

The Fund generally will notify you or your representative of the Fund's decision within 60 days after receipt of the appeal. If the Fund determines that there are special circumstances that require additional time to process your appeal for up to an additional 60 days, the Fund will send you a notice within the initial 60 day period explaining why the additional time is needed and indicating when a decision will be expected. If the Fund requests additional information from you to process your appeal, the time period for the Fund to act on your claim will be "tolled" (that is, will be put on hold) from the time the Fund sends out the notice requesting the necessary

information until the Fund receives your response. If the Fund determines that additional time is required, the Fund may ask you to voluntarily agree to extend the time further for a reasonable period of time.

A written notice of the Fund's decision regarding your appeal will be mailed to you. If your appeal has been denied, the notice will include:

1. The specific reason for the denial;
2. Reference to the specific provision of the Plan document or rule on which your denial is based;
3. Notice that you are entitled, upon request and free of charge, to copies of all documents relevant to the claim; and
4. A statement of your right to bring a lawsuit under ERISA.

The decision of the Fund shall be final and binding.

ERISA RIGHTS

As a participant in the NATCA Member Benefits Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator’s office and at other specified locations, such as union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge of the copies.

Receive a summary of the plan’s annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of your and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse

the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

