

**AGREEMENT TO OBTAIN A LETTER OF CREDIT**

This Agreement is made and entered into on the date set forth below by and between \_\_\_\_\_, hereinafter the "Employer", and Chicago Journeymen Plumbers' Local Union 130, U.A. and is understood and agreed by the parties hereto to be part and parcel of their Collective Bargaining Agreement and a material provision thereof as follows:

Pursuant to the Employer's obligation to post a wage bond as required by Section 6.8 of the Collective Bargaining Agreement in effect between Chicago Journeymen Plumbers' Local Union 130, U. A. and the Employer, the Employer agrees to apply for and obtain an Irrevocable Commercial Letter of Credit with the \_\_\_\_\_, hereinafter referred to as "Issuer." (Name of the Bank)

The terms of the Letter of Credit are to be as follows:

1. The Beneficiary of this Letter of Credit is the Plumbers Local 130 Benefit Funds Data Center, LLC, 1340 West Washington Boulevard, Chicago, IL. 60607 ("Beneficiaries"). Any letter of credit obtained must contain the same or similar language within the letter: **This Letter of Credit is made to secure for the Beneficiary the payment of Welfare Fund contributions, Pension Fund contributions, Apprentice Training Fund contributions, Industry Promotion Funds contributions, and other financial obligations required by the Collective Bargaining Agreement due to be paid to or on behalf of any and all Union members or other employees working within the jurisdiction of the Union pursuant to the provisions of said Collective Bargaining Agreement and in the employ of the Principal.**

2. Upon demand by the Beneficiary, the issuer shall pay to the Beneficiary an amount not to exceed \$\_\_\_\_\_ for the purpose of the **payment of Welfare Fund contributions, Pension Fund contributions, Apprentice Training Fund contributions, Industry Promotion Funds contributions, and other financial obligations required by the Collective Bargaining Agreement due to be paid to or on behalf of any and all Union members or other employees working within the jurisdiction of the Union pursuant to the provisions of said Collective Bargaining Agreement and in the employ of the Principal**

3. This Letter of Credit shall be irrevocable for the period of the current Collective Bargaining Agreement between the Beneficiary and Employer, for the periods of any successor Collective Bargaining Agreements between those parties and for a period of six (6) months beyond the expiration of the current Collective Bargaining Agreement.

4. Issuer agrees that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored, and issuer waives any right to defer honor of such draft.

The undersigned Employer agrees that the posting of a Letter of Credit is an accommodation, and if the undersigned is unable to obtain a Letter of Credit within \_\_\_\_\_ days from the signing of this Agreement, or if such Letter of Credit terminates for any reason, the undersigned shall fulfill its other obligations pursuant to Section 6.8 of its Collective Bargaining Agreement with Chicago Journeymen Plumbers' Local Union 130, U. A.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Name of Employer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Chicago Journeymen Plumbers' Local Union 130. U.A.

By: \_\_\_\_\_

Title: \_\_\_\_\_

