

Viterra Inc.

-and-

Grain Services Union (ILWU · Canada)

Covering Saskatchewan Country Operations Employees

Letter of Commitment

By virtue of Article 18.5 of the collective agreement, Viterra may average hours of work in its absolute discretion. This implies that Viterra may also pay out overtime work rather than use the averaging provisions in its absolute discretion.

In January of 2008, Viterra's bargaining committee said that it was Viterra's preference not to average hours of work. Viterra prefers to pay its employees for overtime work. It said that it was looking at eliminating averaging but that it wished to preserve the option of averaging until it clearly understood the effect that eliminating averaging would have on its business and thereafter to respond to the contingencies facing the business.

In the interest of treating all employees equally, Viterra is prepared to communicate the following commitment:

- Upon implementation of the collective agreement, on a trial basis Viterra will not average hours of work for at least one year.
- The purpose of this trial period is to allow Viterra an opportunity to assess the impact of paying out overtime on its business and ensure that Viterra accurately anticipated the impact.
- Viterra's represents that it is its desire is to make this a permanent feature of its operations.
- Viterra is not prepared to forgo the discretion it has under Article 18.5 of the collective agreement. Even after a successful trial period this discretion is required in the event of an unforeseen development in the business.
- Consistent with this letter, Viterra will make a good faith effort to pay out overtime as a general practice.