

COLLECTIVE AGREEMENT

Between

PETM CANADA CORPORATION

(Hereinafter referred to as "the Company" or "PetSmart")

And

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518

(Hereinafter referred to as "the Union")

February 1, 2026 to January 31, 2029

Ratified by member vote: April 30, 2026



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ARTICLE 1 – PREAMBLE

Preamble

The purpose of this Agreement is to establish and maintain harmonious relations between the Company, PETM Canada Corporation, operating as PetSmart and the associates at 15285 101 Ave, Unit C6, Surrey, BC V3R 9V8 to define the wages, working conditions, and other terms and conditions of employment.

ARTICLE 2 – UNION RECOGNITION AND RIGHTS

2.01 The Company recognizes the Union as the bargaining agent for all associates of PETM Canada Corporation employed at 15285 101 Ave, Unit C6, Surrey, BC V3R 9V8 save and except, leaders and others excluded by the *BC Labour Relations Code*.

2.02 Bargaining Agent Recognition

(a) If the Company creates a new position and there is disagreement about whether that position falls within the bargaining unit covered by this Agreement, either the Union or the Company may refer the matter to the Labour Relations Board for a determination.

If the Labour Relations Board determines that the position is included in the bargaining unit, the Company shall post the position in accordance with the posting provisions of this Agreement.

(b) Job Descriptions

Where the Company has written a job description for any position within the bargaining unit, a copy shall be provided to the Union.

2.03 Union Representation

A. Shop Stewards

- i. The Union may appoint one (1) primary Shop Steward and one (1) alternate to represent associates under this Agreement.
- ii. The Union will give the Company a written list of the appointed Shop Stewards and inform the Company right away of any changes.

B. Steward Duties on Work Time

- i. The Union acknowledges that Stewards have regular duties to perform on behalf of the Company, and that such persons may not leave their regular duties without first obtaining permission from their Supervisor, which shall not be unreasonably withheld, for the purpose of handling complaints or grievances. Such time handling complaints and grievances must be reasonable.
- ii. The Union will ensure Steward duties during work times are reasonable and not excessive. If the Company believes a Shop Steward is spending too much time

on these duties, they will notify the Union, and both Parties will meet within seven (7) calendar days to discuss the concern.

C. Duties of a Shop Steward

The duties of a Shop Steward will be conducted in a manner and at times that do not interfere with the Company's normal business operations. The duties and responsibilities of the Shop Steward shall be limited to the following activities:

- i. Investigation of complaints, grievances, and/or disputes including discussions with leadership as required subject to the provisions of Article 22.

D. Union Orientation Meeting

- a) All new associates shall be provided with a Company paid 15-minute orientation by the Union. The purpose is to explain the benefits and responsibilities of Union membership and the associate's role with both the Company and the Union.
- b) Shop Stewards will ensure they have permission from their supervisor prior to orientation with the new associate. Requests shall not be unreasonably denied.

E. Union Bulletin Board

- i. The Company shall provide one (1) bulletin board in the associate break room for the exclusive use of the Union members at the workplace.
- ii. Notice shall be sent to the Store Leader for informational purposes only and must be in keeping with the spirit and intent of this Agreement. Only Shop Stewards or an approved Union Representative shall be authorized to post Union bulletins and/or notices to bulletin boards provided by the Company.

F. Time Off Work for Union Business

- i. The Company recognizes the Union's right to select, at its sole discretion, Executive Board Members, Union Representatives, and other Union Officials.
- ii. The Company shall grant Leave of Absence, without pay, to bargaining unit members to attend Union Conventions or Educational Sessions. Such leave must be applied for at least three (3) weeks in advance and shall be subject to the Company's operational needs. This request will not be unreasonably denied.
- iii. Associates granted Union leave under 2.03(f) will have their wages maintained by the Company. The Company will submit to the Union for reimbursement an amount equivalent to the Company's cost, once per month.

- G. A union member shall have the right to wear a union pin, badge, or lanyard displaying the recognized insignia of the Union, provided that such insignia are safe for work around pets (i.e., breakaway lanyards, safety-backed pins, etc.)

H. Union Access

The Union shall notify the Company at least three (3) days in advance before attending the worksite to conduct a unit visit.

2.04 **TRAINING, ORIENTATION, AND UNION ACCESS**

Upon Request, Union Representatives shall be provided with copies of:

- i. Policies and Procedures
- ii. Associates' work schedules and certifications
- iii. Orientation and training materials

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Company retains the sole control over all matters concerning the operations, management, and administration of its business, the determination of the products sold and services to be rendered, all rights and prerogatives of management are retained by the Company and remain exclusively within the rights of the Company and its management. Without limiting the generality of the foregoing, the sole and exclusive rights of the Company include, but are not limited to:
- a) the right to maintain order, discipline, and efficiency;
 - b) the right to subcontract any or all of the store's maintenance, custodial, store reset, inventory management, pet adoption, pet veterinary care, vendor demonstration, pick up, fulfillment and shipping of on-demand delivery services, or service work that is not performed by the bargaining unit;
 - c) The direction, instruction and control of associates, including but not limited to:
 - i. the determination of the qualifications and abilities of associates to perform the work in a satisfactory manner;
 - ii. the determination of the work week, when overtime shall be worked and to require overtime;
 - iii. the right to select, hire, layoff, reclassify, promote, transfer, discipline, suspend, separate for just cause;
 - iv. the right to relieve associates from duty for lack of work or other proper reasons;
 - v. the right to determine and revise job content and to create new job classifications and titles, to revise the content of existing jobs and to eliminate part or all of existing job classifications;
 - vi. the right to establish production and performance standards and to determine the hours of work;
 - vii. the starting, break and quitting times;
 - viii. the schedules of associates, the number of associates to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof; and

- ix. establish rules concerning operations and permissible associate conduct.
 - d) The processes, methods, and procedures to be employed and the right to make and enforce rules and perform all functions inherent in the administration and/or management of the business;
 - e) The methods, procedures, and processes related to the selection, sourcing, transportation, training, grooming, boarding, housing, safety, care, health and wellness of pets and animals within the Company's control;
 - f) Determine the policies and procedures related to the sale of products and the sale and adoption of pets and animals;
 - g) Select the tools, equipment and materials to be used in the operation of the business and the control of all Company property;
 - h) Make technological improvements and install or remove equipment, including labour-saving devices or machines;
 - i) To take any action which the Company reasonably believes is necessary to comply with any legal requirements regardless of the restrictions imposed by any terms or conditions of this Agreement; and
 - j) Generally to manage the business in which the Company is engaged and without restricting the generality of the foregoing to determine the nature and kind of business conducted by the Company, the equipment to be used, the methods and techniques of work.
- 3.02 The above rights and responsibilities of the Company are not all-inclusive but indicate the type of matters of rights which belong and are inherent to the Company. Any of the rights, powers, and authority that the Company had prior to the bargaining sessions which resulted in this Agreement are retained by the Company, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.
- 3.03 The Company agrees that these functions referred to in Article 3.01 above will not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 – NO OTHER AGREEMENT

No Associate covered by this Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives which conflict with the terms of the Agreement without the written consent of the Union.

ARTICLE 5 – CONFLICT WITH LAWS

Upon request the parties may meet to discuss any legislative changes that the Union is concerned may conflict with the terms of this Agreement and negatively impact the bargaining unit.

ARTICLE 6 - ANTI-UNION DISCRIMINATION PROHIBITED

The Company shall not discriminate, or intimidate for reason of membership in the Union, Union activity, or for exercising of rights in this Agreement or Legislation.

ARTICLE 7 – ANTI-HARASSMENT, DISCRIMINATION AND VIOLENCE

The Company and the Union agree that every associate is entitled to a workplace which is free from discrimination, harassment, violence, and any behaviour prohibited by the *BC Human Rights Code* and *Occupational Health and Safety Regulations*.

ARTICLE 8 – ASSOCIATE STATUS

8.01 Probationary Associate

The parties agree with reference to probationary associates, that:

- a) All Full-Time Associates, until they have been employed by the Company for thirteen (13) weeks, shall be considered a probationary associate.
- b) All Part-Time Associates, until they have been employed with the Company for twenty (20) weeks, shall be considered probationary associates.
- c) The Union and the Company may agree to extend an associate's probationary period by mutual agreement.

8.02 Full-Time Associate

- i. Full-Time Associates are associates who regularly work a minimum average of thirty-two (32) hours a week, based on a fifty-two (52) week period.
- ii. Full-Time Associates are covered by all parts of this Agreement, except for sections that apply only to Probationary or Part-Time Associates.

8.03 Part-Time Associate

Part-Time Associates are associates who regularly work a minimum average of eight (8) hours but less than thirty-two (32) hours a week, based on a fifty-two (52) week period.

ARTICLE 9 – SENIORITY

9.01 Definition of Seniority

- a) Seniority is defined as the associate's most recent date of hire with the Company. An initial seniority list will be created upon ratification based on each associate's date of hire, as shown in the Company's record.
- b) Probationary Period: Associates do not earn seniority during their probation. Once they successfully complete the probationary period, their seniority will be backdated from their most recent hire date.

9.02 Loss of Seniority

An Associate shall lose their seniority and shall be deemed terminated in any of the following circumstances:

- a) An Associate quits, resigns, retires, or is discharged for just cause.
- b) An Associate has been laid-off for a period in excess of their accumulated seniority or for up to a maximum of one (1) year, whichever is less.
- c) An Associate who has been laid off and has been notified by registered mail at their last known address to return to work and has failed to do so within seven (7) calendar days.
- d) An Associate fails to return to work following the expiration of an authorized leave of absence without reasonable cause.
- e) An Associate utilizes an authorized leave of absence for purposes other than those for which the leave is granted.
- f) An Associate is absent for more than three (3) consecutive working days without proper substantiation, or without notifying the Company of the absence, without reasonable cause.
- g) An Associate is absent due to an illness or injury for a period of twenty-four (24) consecutive months with no reasonable prospect of return in the near future.
- h) An Associate, not on approved time off, who fails to work at least eight (8) hours per week.

9.03 Seniority Upon Returning to the Bargaining Unit

If an associate leaves a bargaining unit position for another position within the Company and later returns to a bargaining unit position, they will keep the seniority they had before leaving. However, any time worked outside the bargaining unit will not count towards seniority.

9.04 Service While on Layoff

An associate who is laid off and placed on the recall list will retain their seniority and maintain their standing on the seniority list during the recall period.

9.05 Seniority List

The Company will provide the Union with an updated seniority list each January, and at other times as needed to administer the collective agreement.

9.06 Associate Information

It shall be the duty of the associate to notify the Company and the Union of any change of their address. If any should fail to do so, the Company will not be responsible for failure of notice to reach such associates.

ARTICLE 10 – JOB POSTINGS

- a) All vacant bargaining positions shall be posted on the Union bulletin board for a minimum of seven (7) calendar days. The Company may look to fill vacancies from within the bargaining unit, provided qualified bargaining unit associates are available. When considering bargaining unit candidates, where qualifications, skill, and ability are relatively equal, seniority shall be the determining factor.
- b) If there are no qualified bargaining unit applicants, the Company may hire candidates from other Store locations and/or externally.
- c) No associate shall be transferred to a position outside of the bargaining unit without their consent. Should an associate return to the bargaining unit, their seniority shall be restored as per Article -9.03 Seniority.

ARTICLE 11 – HOURS OF WORK & OVERTIME

11.01 The provisions of this Article and Agreement do not guarantee a set number of hours per day or week, or a specific number of shifts. They are intended only as a basis for calculating time worked.

11.02 Work Week and Overtime Pay

- i. The work week shall be defined as Monday through Sunday.
- ii. Associates shall be paid overtime at a rate of:
 - a) Time-and-a-half for any time worked over eight (8) hours in a day, up to 12 hours;
 - b) Double time for any time worked over twelve (12) hours during a day.
- iii. There should be no pyramiding. Associates will be paid the greater of daily or weekly overtime, but not for the same hours worked.
- iv. The Company may require that an associate perform overtime work, and all overtime work shall be approved in advance of the work by the Store Leader or their designate.

11.03 Consecutive Days and Days Off

If an associate is required to work more than six (6) consecutive days, they will be paid in accordance with Article 11 - Hours of Work and Overtime.

11.04 Availability

- a. Full-Time Associates are generally expected to have unrestricted availability.
- b. At the commencement of employment, Part-Time Associates are required to have their availability on January 1st, April 1st, July 1st and September 1st. Changes in availability will then be applied the following month. An associate may request to amend their availability at other times based on extenuating circumstances.

11.05 Shifts shall be scheduled with a minimum of eight (8) consecutive hours of rest between them. The Company will make every effort to ensure that associates who work a closing shift are not scheduled for the next opening shift.

11.06 Associates shall receive their schedules with a minimum of two (2) weeks' notice.

11.07 Associates should clock in and out for meal breaks but not for rest breaks.

Associates shall be entitled to the following breaks, based on hours worked:

Up to Five (5) Hours	One (1) paid fifteen (15) minute break
More than Five (5) hours up to Six (6) Hours	1 unpaid thirty (30) minute meal break, and one (1) paid fifteen (15) minute break.
More than Six (6) Hours	1 unpaid thirty (30) minute meal break, and two paid fifteen (15) breaks.

11.08 Scheduled shifts shall be no fewer than four (4) hours in length. However, if an associate is scheduled solely to attend a store meeting, they shall be scheduled for the duration of the meeting only.

ARTICLE 12 – WAGES AND PREMIUMS

12.01 Rate of Pay

Newly hired associates shall receive a base hourly rate of pay as per their classification and wage rate in the Wage Table (see Appendix 1).

Unless otherwise noted elsewhere in this Agreement, associates who are employed as of the date of ratification will receive the following wage increases:

- The Monday after ratification a 2.50% increase
- The Monday after February 1, 2027 a 2.25% increase
- The Monday after February 1, 2028 a 2.25% increase

If any associate receives a wage increase in the six (6) months preceding February 1st as a result of an increase in the British Columbia minimum wage, the associate shall not receive the annual increase described above if the minimum wage increase the associate received is greater than the described increase (e.g., 2.25% in 2027 and 2028).

If any associate received a wage increase in the six (6) months preceding February 1st as a result of an increase to the British Columbia minimum wage but that increase is not at or above the annual increase as described above (e.g., 2.25% in 2027 and 2028), that amount will be used to offset the annual increase as set out above.

12.02 Professional Pet Stylist Commission

It is agreed that the application of the Company's commission policies shall continue in respect to the associates in conformity with their general application at other stores of the Company in the District, including any adjustments made to such plans.

Rate Protection (Red-Circling)

- i. **Current High Earners:** Any Associate who, at the time of ratification, is earning an hourly rate 25% or higher than the minimum start rate for their classification shall have their rate "Red-Circled." Their pay will not be reduced to match the new scale.
- ii. **Lump Sum Payments:** Red-Circled associates shall remain at their current rate until the negotiated wage scale meets or exceeds their pay. In lieu of annual scale increases, these associates shall receive an annual lump sum payment equal to the percentage increase applied to the Top Rate (e.g. 2.25%) multiplied by their hours worked in the previous year.

12.03 The Company shall provide a detailed paystub with all information required by law.

12.04 The Company may waive the starting wage rate and appoint an associate at the post-probation rate where the associate demonstrates verifiable, directly related experience equivalent to the post-probation standard for the classification.

12.05 Current Practices

It is agreed that the application of the Company's benefits plans in regard to PlayUp, Shear Excellence, BC Uniform Allowance, Ally, Discretionary Days, Perkopolis, associate discount, group RRSP/DPSP, pet insurance, adoption assistance, tuition assistance, associate assistance and shoe allowance shall continue in respect to the associates in conformity with their general application at other stores of the Company in the District, including any improvements or reductions made to such plans.

12.06 Temporary Assignment or Training at another Store Location:

- i. An associate required to report to a Store other than their regular work location for the purpose of temporary work or training, the Company shall compensate the associate for the additional travel distance, if applicable.

- ii. Compensation shall be based on the difference in kilometers between the associate's normal commute (residence to regular Store location) and commute to the alternative location.
- iii. The rate of reimbursement shall be seventy-three cents (\$0.73) per kilometer.

Example:

Regular Commute: 10 km (residence to regular store)

Commute to alternate location: 15km

Difference: 5 km x \$0.73 = \$3.65 reimbursement

ARTICLE 13 – VACATION

13.01 Vacation Accrual

- a) Vacation accrual is completed on a calendar year basis, beginning on the first Monday of the first pay period of the calendar year. For new hires, vacation begins accruing on the first day of employment. New hires are entitled to a prorated amount of vacation time for the initial period of employment that precedes the start of the next calendar year. Vacation time cannot be utilized during the first ninety (90) days of employment.
- b) Associates will earn and receive annual vacation as set out below:

Length of Service	Vacation Pay	Vacation Time (prorated based on actual hours worked)
0-4 years	4%	up to 80 hours
5-9 years	6%	up to 120 hours
10+ years	8%	up to 160 hours

13.02 a) **Accrued and Potential Vacation Time Definitions**

Accrued vacation time is defined as vacation time actually earned according to the vacation entitlement schedule above in 13.01(b). Potential vacation time is potential vacation time an associate may be eligible to accrue for in a calendar year according to the vacation entitlement schedule above in 13.01(b).

b) **Full-Time Associates**

Potential Vacation Time is available for Full-Time Associates to use starting in January of each year after 90 days of employment for new hires. Full-Time Associates may schedule vacation time up to the amount of potential vacation time they have for the calendar year.

c) **Part-Time Associates**

Part-Time Associates are only entitled to take accrued vacation time. Part-Time Associates are not entitled to potential vacation time.

13.03 Scheduling

- a) Associates must receive advance approval from their leader to take vacation. Time off requests will be given to the Store Leader at least one (1) week in advance of the applicable schedule being posted. Time off requests may be denied based on business needs.
- b) Vacation time will generally not be approved during the following periods:
 - PetSmart holiday season blackout dates, which are communicated annually.
 - Two (2) weeks prior to and one week after a store physical inventory.
- c) Vacation time should be taken in full hour increments. Associates will only be permitted to take a maximum of up to two weeks' vacation time per vacation request.
- d) There shall be no carryover of vacation entitlements into the next vacation year.

13.04 Unused Vacation Time

- a) PetSmart encourages associates to take all of their vacation time during the calendar year. If an associate has not used all their vacation time entitlements by the end of the calendar year in which they were earned, those days will be forfeited, subject to applicable employment standards legislation.
- b) Should associates fail to use or request their vacation time, the Company has the ability to schedule vacation time at its discretion.

13.05 Vacation Pay

Vacation pay is paid based on an associate's paid eligible wages. At the end of each year, the Company will conduct a reconciliation of vacation pay. If an adjustment is necessary, a true-up of vacation pay will be paid the following January. The Company will pay out unused accrued vacation pay to the provincial employment standards amount, however excess amounts of accrued but unused vacation pay above the provincial employment standard will be forfeited. Vacation time should not be added as extra hours during a pay period; vacation time is to be used to replace hours not worked by the associate during a pay period.

13.06 Change of Employment Status

Associates that change status (e.g., part-time to full-time) will receive the appropriate vacation entitlement based on the entitlement schedule above in 13.01b, effective the first full week in their new status. Potential vacation time will be pro-rated for status changes, where applicable, and will be removed when status changes from full-time to part-time.

13.07 Termination of Employment

Once an associate provides notice of termination, they cannot use available vacation time to extend the notice period. When an associate's employment with the Company ends, the associate will receive all accrued but unused vacation pay up to the employment standards amount.

ARTICLE 14 - STATUTORY HOLIDAYS

14.01 The following days shall be recognized as statutory holidays:

- (a)

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	B.C. Day
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	
- (b) Any other paid holiday enacted by the Provincial Government covering associates in the bargaining unit.

14.02 Holiday pay shall be provided as per the British Columbia *Employment Standards Act*.

14.03 If any of the above-named paid holidays occurs during an associate's scheduled vacation period, the associate will receive holiday pay.

14.04 An associate who is required to work on any of the above-named paid holidays shall receive one and one-half (1 ½) times their regular rate of pay for all hours worked in addition to holiday pay.

14.05 In order to qualify for holiday pay, the associate must meet the eligibility requirements set out in the British Columbia *Employment Standards Act*.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Statutory Leaves of Absence

- a. Associates shall be entitled to all statutory leaves of absence provided under the laws of British Columbia.
- b. Associates shall not lose seniority or benefits while on statutory leave of absence, in accordance with applicable legislation.

15.02 Proof for Leaves of Absence

If requested by the Company, the associate must, as soon as practicable, provide the Company with reasonably sufficient proof or a certificate from a medical or nurse practitioner certifying that the associate is entitled to any of the leaves listed under Statutory Law.

15.03 Sick Days

In accordance with the Company's practice that existed immediately prior to certification, associates shall be entitled to five (5) paid sick days per calendar year. Unused sick days shall not carry over to the following year and shall not be eligible for payout. The sick day entitlement shall reset at the beginning of each calendar year.

15.04 Bereavement Leave

- a) Full-time associates who have completed ninety (90) days of employment are eligible for up to three (3) days of paid time off following the death of an immediate family member. All associates are entitled to an unpaid leave of absence of up to three (3) days to grieve, attend a funeral, and take care of issues relating to the death of a member of their "Immediate Family".
- b) "Immediate Family" means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an associate, and any person who lives with an associate as a member of the associate's family. It includes common-law spouses, step-parents, and step-children, and same sex partners and their children as long as they live with the associate as a member of the associate's family.

15.05 Maternity and Parental Leave

- a) Maternity and Parental Leave shall be granted in accordance with the statutory law of British Columbia.
- b) Return from Maternity and Parental Leave

An associate returning from Maternity and Parental Leave shall provide the Company with four (4) weeks' notice of their intended return. Upon return, the associate shall be reinstated to the same position held prior to the leave at the current rate of pay, if it still exists. Should the position not exist, the associate will be placed in a comparable position.

15.06 Domestic Violence Leave

In accordance with the British Columbia *Employment Standards Act*, an associate can take up to five (5) days of paid leave and five (5) more days of unpaid leave per calendar year if they are impacted by domestic or sexual violence. If necessary, an associate can take up to fifteen (15) more weeks of unpaid leave. This leave also applies to parents of a child or dependent impacted by this kind of violence.

15.07 Voting

The Company shall allow each Associate sufficient time off work, without loss of pay, to allow the Associate to have at least four (4) consecutive hours free from work during polling hours to vote in a provincial, federal, or municipal election, in accordance with the *Elections Act* and applicable legislation.

15.08 Jury Duty

- i. PetSmart recognizes that jury or witness duty is an important civic responsibility and vital to our community. If an associate is required to report for jury duty or to serve as a judicial witness, unrelated to personal affairs, PetSmart will pay the associate their wages at the base salary or hourly rate for each regularly scheduled workday on which they attended as a witness or jury member, for up to a maximum of five (5) days. Additional time away to serve as a witness or jury member will be unpaid. This paid time off is inclusive of, rather than in addition to, the associates' statutory entitlement. Associates who are required to be witnesses in a matter related to their personal affairs will not be paid for this time.
- ii. Associates must notify their supervisor upon receipt of summons or jury duty notice. A copy of the statement of income from the court and the summons or notice must be submitted prior to receiving any pay from PetSmart.

ARTICLE 16 – HEALTH AND BENEFITS

- 16.01 It is agreed that the application of the Company's benefits relating to health and welfare shall continue in respect to the associates in conformity with their general application at other stores of the Company in the District, including any improvements or reductions to such plans.
- 16.02 It is clearly understood that the Company's only obligation pursuant to this Agreement with respect to the health and welfare benefits coverage is the payment of its portion of the premiums for said coverage, including but not limited to the insurer acknowledging or honouring a claim, is a matter between the associate(s) and the benefits carrier. For clarity, the benefit plan shall not form part of this Agreement and shall not be the subject of a grievance or arbitration under this Agreement.

ARTICLE 17 – MEMBERSHIP INFORMATION

The Company shall identify new hires on the monthly dues remittance sheet which shall include their full contact information: full name, home address, email address, and phone number.

ARTICLE 18 – JOINT LABOUR MANAGEMENT MEETING

The parties recognize that this location is a micro store with limited services and a smaller workforce. Accordingly, at the request of either party, the parties shall meet to discuss matters related to workplace issues that affect the parties or any associates covered by this Agreement.

ARTICLE 19 – HEALTH AND SAFETY

19.01 General Obligation:

The Company shall provide and maintain a safe and healthy workplace in compliance with the *Workers Compensation Act, Occupational Health and Safety Regulation*, and this Agreement. Associates shall cooperate in maintaining health and safety standards.

19.02 All Associates have the right to:

- i. Refuse unsafe work in accordance with the *Occupational Health and Safety Regulation*.
- ii. Personal Protection Equipment (PPE), which shall be provided where required by the *Occupational Health and Safety Regulation* or by Company policy.

19.03 Training

- a) The Company shall provide associates information, instruction, training and supervision necessary to ensure the health and safety of those associates in carrying out their work and to ensure the health and safety of other associates.
- b) Training shall be conducted during paid working hours.

Article 20 – JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

20.01 General Obligation

The Company shall provide and maintain a safe and healthy workplace in compliance with the *Workers Compensation Act, Occupational Health and Safety Regulation*, and this Agreement. The Joint Occupational Health and Safety Committee (JHSC) shall be responsible for assisting in the identification, evaluation, and resolution of health and safety concerns in the workplace.

Associates are encouraged to report safety concerns. No associate shall be disciplined or suffer reprisal for raising such concerns.

20.02 Protective Equipment

The Company shall provide appropriate personal protective equipment (PPE), as required by law.

- 20.03 The parties recognize that this location is a micro store with limited services and a smaller workforce. Accordingly, at the request of either party, the JHSC shall meet to discuss matters related to workplace issues that affect the parties or any associates covered by this agreement.

ARTICLE 21 – DISCIPLINE AND DISCHARGE

- 21.01 No associate shall be disciplined or terminated except for just cause. The burden of proving just cause shall rest with the Company.
- 21.02 Associates have the right to Union Representation at all disciplinary meetings.
- 21.03 Disciplinary records shall not be relied upon after eighteen (18) months unless a related incident has occurred.
 - a) The Company shall provide the associate, at the time of any disciplinary action, with a written statement outlining the action being taken and the reasons for it, with a copy to the Union or the Shop Steward.

ARTICLE 22 – GRIEVANCE PROCEDURE

- 22.01 Any complaint, disagreement, or difference of opinion between the Company and the Union, or the Company and an associate covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, may be considered as a grievance.
- 22.02 Any individual grievance which is not presented within seven (7) calendar days following the event giving rise to such grievance, or within seven (7) calendar days of the date of termination in the case of dismissal, shall be forfeited and waived by the aggrieved party.
- 22.03 Either the Company or the Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Agreement on a matter arising directly between the Union and the Company. Such grievance shall commence at the second step of the procedure set out below in Article 22.04.
- 22.04 **Steps of Grievance Procedure**
 - a) **Step 1**

Any individual subject to this Agreement believing any of the provisions of this Agreement have not been complied with may take up the complaint within the timelines noted in 22.02 above by conference between the associate, the Union Steward or the salaried Union Representative or both, and the Store Leader or designate. The Store Leader or designate will have fourteen (14) calendar days to reply in writing to the Union Representative.
 - b) **Step 2**

If the complaint is not settled in Step 1, within seven (7) calendar days the complaint may be taken up by conference between the salaried Union Representative and the Principal Labour Relations Manager or designate. The grievance must be presented in writing and must set out the nature of the grievance, the Article or Articles of the Agreement alleged to have been violated, and the remedy requested. Failure to include this information will result in the grievance being declared null and void. The

Principal Labour Relations Manager, or designate will have seven (7) calendar days to rely in writing to the Union Representative.

- 22.05 The time limits specified in this Article may only be extended by mutual agreement of the Company and the Union in writing.
- 22.06 A claim by an associate who has successfully completed their probationary period alleging they have been disciplined or discharged, without just cause, will be treated as a special grievance commencing at Step 2 of the Grievance Procedure, provided the grievance is within seven (7) calendar days after the discipline/discharge occurs.
- 22.07 All discipline shall be issued and signed by management (non-bargaining associates). The associate shall receive a copy of any discipline.

ARTICLE 23 – ARBITRATION

23.01 Notice to Arbitrate

After completing the Grievance Procedure in Article 22, the grieving party may send written notice to the other party to refer the unresolved grievance to arbitration. This notice must restate and confirm the details of the grievance as outlined in the Grievance Procedure.

23.02 Selection of Single Arbitrator

- a. Once arbitration notice is given, the parties must meet within fourteen (14) calendar days to choose an arbitrator.
- b. If they cannot agree or the chosen arbitrator is unavailable, either party may ask the Labour Relations Board (LRB) to appoint one.

23.03 Decision of Arbitrator

The Arbitrator will provide a written decision to both parties. The decision is final and binding, unless an appeal is allowed. The Arbitrator cannot change or modify any part of the Agreement.

23.04 Costs of Arbitration

Each party will pay its own arbitration costs and share equally the Arbitrator's fees and expenses.

23.05 Expedited Arbitration

Either Party may elect to proceed to expedited arbitration in accordance with the provisions of the *British Columbia Labour Relations Code*.

23.06 Timelines

The time limits specified in this Article may only be extended by mutual agreement of the Company and the Union in writing.

ARTICLE 24 – UNION MEMBERSHIP AND DUES

24.01 Union Membership

- a) All associates covered by this Agreement must be members of the Union as a condition of employment.
- b) The Union will provide the Company with all relevant documents for Union dues authorization.

24.02 Union Dues Authorization

Each associate in the bargaining unit must authorize the Company to deduct from their pay all regular Union dues, initiation fees, and other assessments, as set out in the Union's Constitution and Bylaws.

24.03 Union Dues Deduction

- a) As a condition of employment, the Company will deduct from each bargaining unit associates pay all regular monthly dues, initiation fees, and other Union assessments, as set by the Union.
- b) The Company will deduct any Union assessments from the wages of associates who are Union members, as outlined in the Union's Constitution or Bylaws.
- c) Before making any deductions under Article 24, the Union must notify the Company in writing of the amount to deduct. That amount will remain in effect until the Union provides written notice of a change. The Union must give the Company at least twenty-one (21) days' notice before any new deduction amount takes effect.
- d) Dues Receipts: At the same time that Income Tax (T-4) slips are issued, the Company shall indicate on the T-4 the total amount of union dues paid by each Union member during the previous year.

24.04 Remittance of Deductions

The Company will send all deductions made under Article 24 to the Union by the fifteenth (15) day of the month after the deductions are made. The payment will include a list of associates, the amount deducted from each, and the reason for each deduction.

- 24.05 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of the action taken by the Company in compliance with this article.

ARTICLE 25 – LAYOFF, RECALL AND SEVERANCE

25.01 Layoff

In the event of a lay-off, associates within the classification with the least amount of seniority shall be laid off, provided that the remaining associates have the skill, ability, qualifications, and availability to perform the required work.

25.02 Notice of Lay-Off

- a. An associate who has not completed the ninety (90) working days probation and who is to be laid off, shall not be entitled to any rights under this Article 25, Layoff, Recall, and Severance. As a result, such associates will not be entitled to any notice of lay off or pay in lieu of notice upon termination of their employment.
- b. An associate who has completed the ninety (90) working days probation, and who is to be laid off shall receive written notice of layoff or pay in lieu of notice, as per this article. Any such written notice will specify the anticipated layoff date.

25.03 Recall Rights

- a) Associates who are laid off shall be recalled in order of seniority, where jobs became available, subject to the operational needs of the Store. This right of recall shall last until all associates have been returned to work or until their accumulated seniority or up to a maximum of one (1) year have elapsed from the effective date of layoff, whichever occurs first.
- b) Associates shall have the right to return to a vacancy in their former job classification, or to a similar classification for which they are qualified.
- c) No associate shall lose their recall right if they decline temporary or casual work.
- d) Recall offers shall be made in writing, delivered by registered mail, email or another mutually agreed-upon method. Associates shall have seven (7) calendar days from the date of receipt to notify the Company of their acceptance.
- e) Associates laid off who fail to respond within the time limit, or who decline recall to their former classification, shall forfeit their recall rights.
- f) For associates recalled prior to the expiry of the recall period noted above, their time during lay off will count towards calculating their seniority for the purpose of job advancement, vacation entitlement, and so forth.
- g) If the recall period expires and the associate has not been recalled to work, their employment shall be deemed to have terminated as per the date of the layoff. The notice of layoff provided to the associate under Article 25.02, at the commencement of the layoff shall fully discharge the Company's obligations arising from the associate's length of service at the time of the termination.

ARTICLE 26 – GENERAL PROVISIONS

26.01 **Uniform:** Each associate shall wear a PetSmart-branded shirt in accordance with the Company's Dress Code Policy. Each associate shall be provided one shirt and a spare.

26.02 Surveillance Cameras

The Parties recognize and acknowledge the Company's interest in operating cameras in the workplace due to incidents of theft and vandalism, and the interaction and safety of associates and live animals.

ARTICLE 27 – NO STRIKES OR LOCKOUTS

There shall be no strike or lockout as defined in the Code during the life of this Collective Agreement.

ARTICLE 28 – DURATION OF AGREEMENT

28.01 This Agreement shall be binding and remain in full force for the period from and including February 1, 2026, to and including January 31, 2029.

28.02 Notice to Bargain

Either Party may at any time within four (4) months immediately preceding the expiry of this Agreement, by written notice require the other Party to commence bargaining.

28.03 Agreement to Continue in Force

Both Parties agree to fully comply with the terms of this Agreement throughout the period of collective bargaining and until a new or revised Agreement is signed or the Agreement has been terminated by a legal strike or lockout, whichever is earlier. This compliance shall be without prejudice to the positions of either Party regarding the new or revised Agreement.

28.04 Incorporation of Appendices

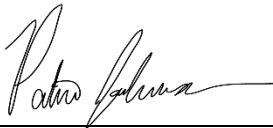
All appendices attached to this Agreement shall be deemed to form an integral part of this Agreement and shall have the same force and effect as if expressly included in the body of the Agreement.

28.05 Notification of Company Policies and Procedures

The Company agrees to provide the Union with a copy of policies and procedures upon request.

Signed this 24th day of June , 2026.

**FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518**



Patrick Johnson

**FOR THE EMPLOYER
PETM CANADA CORPORATION**

Veronica Kenny

Veronica Kenny (Jun 24, 2026 07:54:58 EDT)

Veronica Kenny

APPENDIX 1: MINIMUM START RATES

No associate shall be paid less than the minimum start rates, with MW representing BC minimum wage.

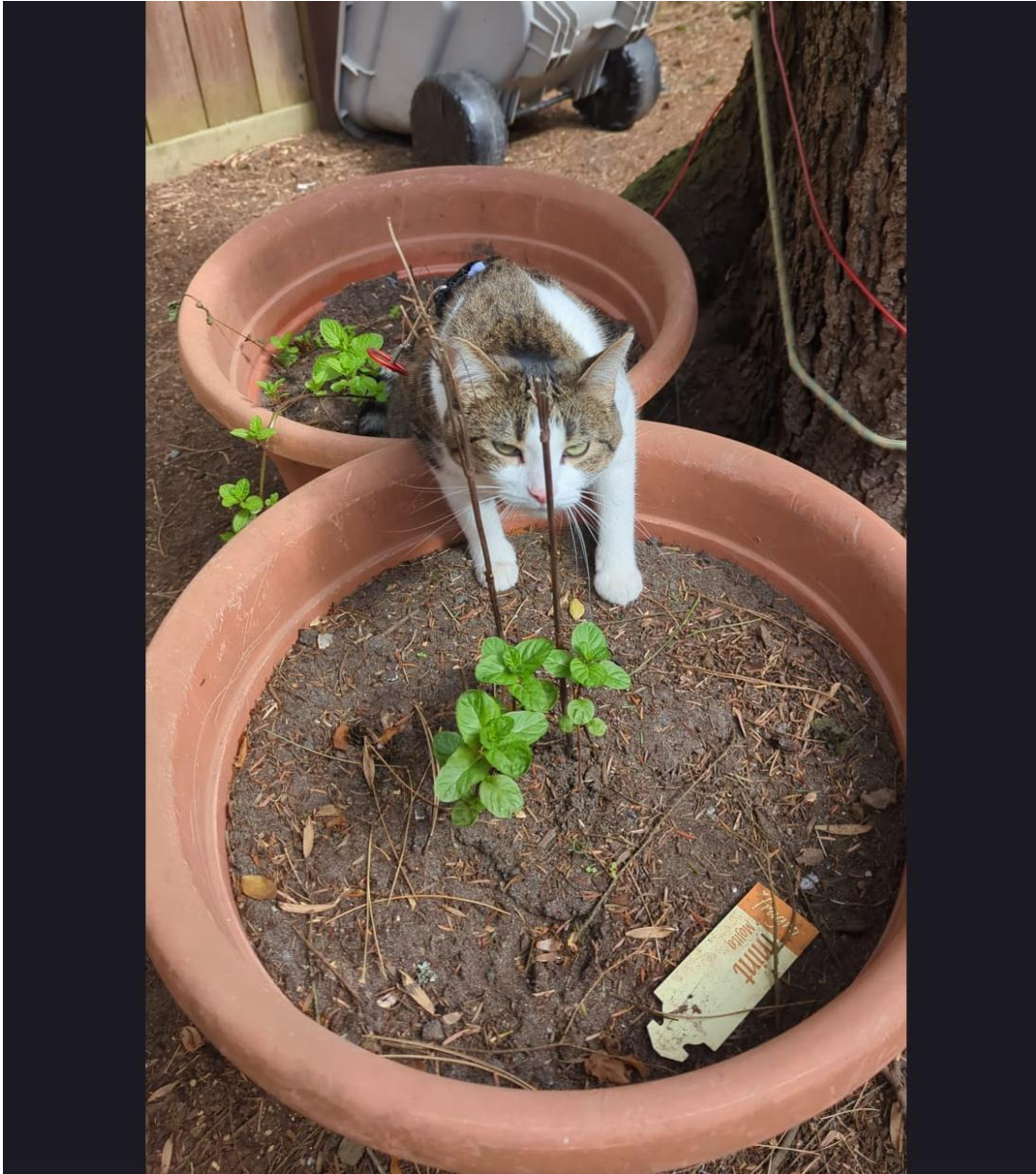
Classification	Rate
PetSmart Pet Associate	> of \$18.00 or MW
PetSmart Pet Specialist	(> of \$18.00 or MW) + \$0.10
Process Lead	(> of \$18.00 or MW) + \$0.75
Professional Bather	(>of \$18.00 or MW) + \$0.10
Pet Stylist in Training	(> of \$18.00 or MW) + \$0.10
Professional Pet Stylist	(> of \$18.00 or MW) + \$0.50

Furry Family

Billo



Bizzies



Chloe



Coco



Cooper



Eevee



Sujo



Hazel



Nomi



Leon & Charlotte



Walter



Mochi



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