## 2. Minimum standards and requirements

#### Standard of conduct

- 2.1 Airport Users must carry out all their activities at the Airport:
  - 2.1.1 With safety and security as their highest priority.
  - 2.1.2 In compliance with relevant and applicable laws, regulations, and directives.
  - 2.1.3 With consideration to any guidance or circulars issued by government authorities in Canada and the International Civil Aviation Organization (ICAO).
  - 2.1.4 In compliance with existing contracts, agreements, licences, permits, and leases between the GTAA and Airport Users.
  - 2.1.5 In conformity with the GTAA Rules and any other document issued by the GTAA in relation to the use of Airport infrastructure, services, or facilities.
- 2.2 Airport Users must ensure that they achieve, within their area of activity, a standard of Airport customer service consistent with a firstclass facility and major international airport, and in accordance with recognized industry standards and best practices.
- 2.3 Airport Users must provide all required training to their employees, sub-contractors, agents, and licensees on their responsibilities and obligations under the GTAA Rules.

#### Airport safety and security

- 2.4 Safety and security are at the core of every decision at the GTAA and must remain the highest priority for Airport Users in all areas of activity at the Airport.
- 2.5 Airport Users must carry out their safety and security obligations in compliance with all policies, procedures, programs, directives, and regulations set forth by the GTAA and all applicable local, provincial, and federal laws and regulations.
- 2.6 Airport Users must ensure that their employees, agents, licensees, and sub-contractors, are aware of <u>GTAA's safety and security policies</u> and fully trained on their specific safety and security responsibilities while on Airport premises.
- 2.7 Airport Users must report any safety concerns proactively and in a timely manner, with the view to prevent or mitigate injury to persons and damage to property.
- 2.8 Airport Users must immediately report any imminent risk or danger that could jeopardize the safety and security of Airport operations.
- 2.9 For emergencies, including potential injury, suspicious persons, vandalism, and life-threatening situations when on Airport property, call 416-776-3033. Do not call 911.
- 2.10 For urgent but non-emergency situations, call 416-776-3055.
- 2.11 For any security concerns such as unattended items, gates, or doors not closing/securing, piggy-backing, and suspicious activity, call 416-776-7381.

# Operational performance requirements and Service Level Standards

- 2.12 Airport Users must comply with GTAA's operational performance requirements and Service Level Standards contained in the GTAA Rules, the <u>GTAA Service Levels and Standards</u> and any applicable service levels contained in the <u>Ground Operations Manual</u> and individual contracts, agreements, licenses, permits and leases.
- 2.13 Airport Users must immediately notify the Airport Duty Manager (ADM) and the Integrated Operations Control Center (IOCC) when circumstances may prevent them from meeting any operational performance requirement or Service Level Standard.
- 2.14 The GTAA will communicate additional Service Level Standards from time to time as required to maintain operational performance outcomes consistent with a first-class facility and world class airport. Common industry indicators that will be considered in setting additional Service Level Standards include, but are not limited to:
  - 2.14.1 Check-in queue time for domestic, transborder and international flights.
  - 2.14.2 Baggage collection time for domestic, transborder and international flights.
  - 2.14.3 Waiting time for first Passenger deplanement (inbound flights).
  - 2.14.4 Waiting time for mobility assistance services (inbound and outbound flights).
  - 2.14.5 Security control processing times for outbound Passengers.
  - 2.14.6 Processing times for U.S. bound preclearance Passengers.
- 2.15 The GTAA reserves the right to update its operational performance requirements and Service Level Standards from time to time in order to ensure efficient operations at the Airport, delivery of adequate and equitable levels of customer service, and compliance with government laws and regulations. Notice of updates will be communicated to Airport Users with a reasonable time to make necessary adjustments to comply.
- 2.16 The GTAA may require Airport Users to enter into specific service level agreements (SLA) as may be necessary to adequately address individual requirements such as minimum staffing levels, cleanliness, wait times or other performance standards.
- 2.17 The GTAA will take all means necessary to monitor compliance with operational performance requirements and Service Level Standards fairly and using methods to ensure accuracy and transparency. This may include issuing performance report cards, quality assurance checks and formal audits.



2.18 Airport Users who fail to meet operational performance requirements and Service Level Standards, in addition to any other requirements contained in contracts, agreements, licenses, permits and leases with the GTAA, must take immediate steps to remedy such failures and meet any additional requirements of the GTAA.

## **Employment standards**

- 2.19 The GTAA is committed to adopting policies and practices that support Airport Users in their commitment to diversity, equity, and inclusion in the hiring and promotion of employees.
- 2.20 Airport Users are expected to:
  - 2.20.1 Comply with employment and accessibility laws.
  - 2.20.2 Ensure that their employees have access to a safe working environment and earn a fair wage that allows them to afford adequate shelter, food, and other necessities.
  - 2.20.3 Support their employees through continuous investments in health and safety training as well as wellness and mental health programs and initiatives.
  - 2.20.4 Demonstrate their commitment to diversity, equity, and inclusion in their hiring and promotion practices.
  - 2.20.5 Adopt policies and practices that support worker retention, optimal resource allocation, and work-life balance.
  - 2.20.6 Provide customer service training to all Passenger-facing employees, including frontline staff, supervisors, and management. Such training should be completed within 60 days of hiring and occur at least once per year, as a minimum requirement, to ensure a consistent customer experience.

#### **Facilities alterations**

- 2.21 All construction and contractor activity at the Airport requires a Facility Alteration Permit ("FAP") issued in accordance with the <u>Airport</u> <u>Construction Code</u>.
- 2.22 Requests for FAPs shall be addressed to the Construction Compliance and Permits Office ("CCPO") at constructioncompliance@gtaa.com.
- 2.23 The CCPO has been designated as the Authority Having Jurisdiction pursuant to the <u>Airport Construction Code</u> for all construction at the Airport with a mandate to ensure compliance with applicable codes and construction safety laws.
- 2.24 Further information about the regulatory framework and compliance requirements for any construction or contractor activity at the Airport, including any updates or guidance, can be found at the CCPO's webpage.

### Liability, insurance, and risk management

- 2.25 To the extent permitted by law, neither the GTAA nor its agents or employees shall have any liability or be obliged to indemnify Airport Users in respect of indirect losses, consequential losses, loss of profits, loss of revenue, loss of goodwill, loss of opportunity, loss of business, increased costs or expenses, wasted expenditure, crime, bodily injury, or any other injury, loss, damage, claim, cost, or expense caused by any act, omission, neglect, or fault of the GTAA or any of its employees or agents.
- 2.26 Airport Users must always hold current and adequate insurance, as determined, and approved by the GTAA, when using infrastructure, facilities, and services or conducting activities at the Airport.
- 2.27 His Majesty the King in Right of Canada and the GTAA and its members and their directors, officers, employees, agents, and those for whom in law they are responsible are to be named as additional insureds on any policies with respect to the liability arising out of the activities of the named insured.
- 2.28 The GTAA may refuse entry to the Airport to any Airport User who fails to hold the required insurance.
- 2.29 Air Operators must hold passenger, baggage, cargo, and third-party liability insurance in respect of any Aircraft used or operated at the Airport, in compliance with Canadian laws, regulatory requirements, and related jurisprudence. The liability limits must meet the current Aircraft fleet configuration and make-up and must:
  - 2.29.1 Apply separately to each insured against whom a claim could be made.
  - 2.29.2 Be primary such that no other insurance or self-insured retention carried or held by the GTAA shall be called upon to contribute to a loss.
  - 2.29.3 Provide 30 days written notice in the event of cancellation or any limit reduction or material change.
- 2.30 Certificates of Insurance must be provided annually to: <a href="mailto:insurance.services@gtaa.com">insurance.services@gtaa.com</a>.
- 2.31 Airport Users must put in place risk management programs and policies to minimize any risks which may cause injury to persons or damage to property in the course of their activities at the Airport.
- 2.32 The GTAA reserves the right to conduct quality assurance inspections on Airport Users programs and policies from time to time or when the GTAA suspects there may be weaknesses that need to be addressed.
- 2.33 The GTAA has the right to charge the Airport User the cost of such quality assurance inspections or corrective action planning if it is determined that the programs and/or policies are not sufficient to address the reasonable risks



#### Aeronautical fees and charges

- 2.34 Air Operators must pay Aeronautical Fees and Charges, as set out in the fee schedules.
- 2.35 Certain Air Carriers who have entered into an agreement with the GTAA will be billed in accordance with the charges and fees set out in that agreement.
- 2.36 The GTAA reserves the right to adjust Aeronautical Fees and Charges from time to time.
- 2.37 Air Carriers must enter into an Airport Improvement Fee (AIF) agreement with the GTAA and adjustments to AIF shall be governed by the terms of that agreement.
- 2.38 Air Carriers must submit a security deposit in a form and amount determined by the GTAA's Finance Controller and detailed in the GTAA's Air Carrier Application for Entry prior to commencing operations. The GTAA may apply the security deposit towards overdue amounts of Aeronautical Fees and Charges or to cover costs associated with violations of the GTAA Rules or under any other agreements.
- 2.39 The GTAA will notify the Air Carrier of any overdue and unpaid amounts and give an opportunity to pay prior to applying the security deposit. The GTAA is not required to give notice to apply the security deposit if the Air Carrier has declared bankruptcy or commenced insolvency proceedings in any jurisdiction.

#### **Continuity plans**

- 2.40 Airport Users must put into place continuity plans to address disruptions resulting from system outages, weather-related events, labour shortages, and any other incidents outside their control.
- 2.41 The GTAA reserves the right to request a copy of any continuity plan to support its own plans and to review from a quality assurance perspective to ensure its adequacy to address disruptions.
- 2.42 The GTAA has the right to charge the Airport User the cost associated with a quality assurance review and corrective action planning if it is determined that the plan is not sufficient.

