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1 **I. INTRODUCTION TO THE STANDARD OF CONDUCT**

2

3 **1. Statement of Purpose and Application of this Standard**

4

5 The purpose of this Standard of Conduct is to establish the principles and business
6 practices to be followed by Manitoba Hydro and Centra Gas Manitoba Inc. in the
7 provision of:

8

- 9 • Fixed-Rate Primary Gas Service; and
10 • Marketer-related direct purchase administration services.

11

12 This Standard will apply to all transactions between the Corporation and any Customer
13 for the provision of the Fixed-Rate Primary Gas Service. This Standard is also applicable
14 to the Corporation in the discharge of direct purchase administration services to
15 Marketers.

16

17 This Standard does not apply to the provision of Quarterly Primary Gas service or any
18 other Utility Services, all of which are governed by the Corporation's Schedule of Sales
19 and Transportation Rates and Services, as approved from time to time by the Manitoba
20 Public Utilities Board ("PUB").

21

22 **2. Definitions**

23

24 "Centra" means Centra Gas Manitoba Inc., a wholly-owned subsidiary of Manitoba
25 Hydro.

26

27 "Commercially Sensitive Marketer Information" means the following information about a
28 Customer presently served by a marketer for their Primary Gas supply:

29

- 30 1. Date of Customer execution of the Primary Gas sales agreement or agency
31 agreement;
32 2. Date of submission to the Corporation for processing;

- 1 3. Date of initial gas flow under Marketer pricing agreement;
- 2 4. Duration of the agreement;
- 3 5. Date of early termination (if any); and/or
- 4 6. Date and term of the renewal of any existing agreement.

5

6 “Complainant” means a person or entity that brings forward a Complaint regarding an
7 item governed by this Standard of Conduct.

8

9 “Complaint” means any dissatisfaction expressed by a member of the public (customer
10 or stakeholder) regarding any aspect of the Fixed-Rate Primary Gas Service or the
11 provision of Marketer-related direct purchase administration services that cannot be
12 resolved by first-contact verbal explanation.

13

14 “Corporation” means Manitoba Hydro and any of its subsidiaries.

15

16 “Customer” means any person, firm or corporation to whom natural gas is delivered.

17

18 “Fixed-Rate Primary Gas Service” means the Primary Gas product offerings made by
19 the Corporation, other than the Corporation’s Quarterly Primary Gas service offering.

20

21 “Marketer” means an entity authorized by the PUB to sell natural gas commodity.

22

23 “Standard of Conduct (the ‘Standard’)” means this document, as amended and approved
24 from time to time by the PUB.

25

26 “Utility Service(s)” means all services provided by the Corporation, except for the sale of
27 Fixed-Rate Primary Gas Service and the provision of Marketer-related direct purchase
28 services.

29

30

31

32

1 **3. Interpretation**

2

3 This Standard of Conduct shall be governed and construed in accordance with the laws
4 of the Province of Manitoba and the federal laws of Canada where applicable, and is
5 subject to review, approval and amendment by the PUB from time to time. Wherever the
6 singular or masculine are used throughout this document, the same shall be construed
7 as meaning the plural, feminine, or neuter where the context or the parties hereto so
8 require.

9

10 **4. Copies of this Standard of Conduct are Publicly Available**

11

12 The public can access a copy of this Standard of Conduct from the Manitoba Hydro
13 website (www.hydro.mb.ca) or may have a copy mailed to them upon request by calling
14 Manitoba Hydro at 1-888-MB-HYDRO.

15

16 **II. MARKETING PRACTICES FOR FIXED RATE PRIMARY GAS SERVICE**

17

18 **1. Laws**

19

20 The marketing, promotion and sales of the Fixed-Rate Primary Gas Service shall
21 conform to all applicable laws and regulations of Canada and the Province of Manitoba.

22

23 **2. Accuracy**

24

25 All offers and contracts for the Fixed-Rate Primary Gas Service will be worded in clear
26 and unambiguous language that fully and accurately describes the Terms and
27 Conditions of the offers being advanced or the contracts being entered.

28

29 The offer and contract will state the obligations, liabilities and risks of the Customer
30 entering into a contract for the Fixed-Rate Primary Gas Service.

31

32

1 **3. Signing Authority**

2

3 The Corporation in the course of accepting a contract for the Fixed-Rate Primary Gas
4 Service will take all reasonable efforts to ensure that the Customer has the appropriate
5 signing authority to enter into a contract for the specified address or location.

6

7 **4. Price**

8

9 The Corporation's offer for the Fixed-Rate Primary Gas Service and any contract for the
10 Fixed-Rate Primary Gas Service will clearly state the 12 month fixed price, payment
11 terms, annual price re-determination or indexation if any, and the nature and amount of
12 any additional fees, rebates or charges. The pricing terms of offers for the Fixed-Rate
13 Primary Gas Service to Customers will provide a price in Canadian dollars per cubic
14 metre of Primary Gas. Monetary incentives will not be offered by Centra.

15

16 **5. Contracts**

17

18 The form used by the Corporation to enter into contract with a Customer for the provision
19 of the Fixed-Rate Primary Gas Service will be clearly identified as a "contract" so as to
20 clearly advise the Customer that he is entering into a legally binding arrangement for the
21 provision of the Fixed-Rate Primary Gas Service at rates and terms that differ from the
22 Corporation's Quarterly Primary Gas offering.

23

24 The contract will be clearly worded in understandable language and will be printed such
25 that its size and visual characteristics will not impair the legibility or clarity of the
26 information provided to the Customer.

27

28 The Customer's right to cancel the contract without penalty within the cooling off period,
29 and the instructions on how to exercise such a cancellation will be clearly stated in the
30 contract.

31

32 The following will be included in the contract:

1

- 2 • Price and discount or incentive if any in Canadian dollars per cubic metre;
- 3 • Price re-determination or indexation if any;
- 4 • Nature and amount of any other fees, rebates or charges;
- 5 • Commencement and end dates of the contract;
- 6 • Telephone, fax and e-mail contact information for Centra;
- 7 • Liabilities and obligations of Centra and the Customer;
- 8 • A cancellation clause that allows the Customer to unconditionally cancel the contract
- 9 by giving notice by phone, registered mail or email (with a copy to the PUB at
- 10 publicutilities@gov.mb.ca) within ten days of the date of the confirmation letter from
- 11 the Corporation.
- 12 • Termination provisions applicable to Centra and the Customer and an explanation of
- 13 any early termination charges; and
- 14 • The Terms and Conditions associated with renewal prior to expiry.

15

16 **6. Contract Renewals**

17

18 If the Customer does not enter into a new contract with either Centra or a marketer prior
19 to the termination date specified in the original contract for the Fixed-Rate Primary Gas
20 Service, the Customer will be returned to the Corporation's Quarterly Primary Gas
21 offering as of the termination date.

22

23 **7. Copies of Contracts**

24

25 The Corporation will provide each Customer with a copy of their contract for Fixed-Rate
26 Primary Gas Service at the time that the contract is entered into in person, or by mail for
27 contracts entered into by other means. The contract references the General Terms and
28 Conditions listed in the Schedule of Sales and Transportation Services and Rates, a
29 copy of which may be obtained either from the Corporation's website (www.hydro.mb.ca)
30 or by calling the Corporation at 1-888-MB-HYDRO and requesting that a copy be sent
31 out by mail.

32

1

2 The Corporation will retain Customer contracts for a period of not less than three months
3 beyond the date of the expiry of each contract.

4

5 The Corporation will produce Customer contracts for review on an exception basis by
6 the PUB upon their request.

7

8 **8. Identification of Employees and Agents**

9

10 Any employees or agents acting on behalf of the Corporation in the marketing and sales
11 of the Fixed-Rate Primary Gas Service will, upon contacting any Customer, clearly
12 identify themselves to be representing Centra or Manitoba Hydro.

13

14 **9. Conduct of Marketing and Sales Activities**

15

16 The Corporation's employees and agents engaged in the marketing, sales and
17 promotion of the Fixed-Rate Primary Gas Service will, at all times, undertake best efforts
18 to ensure:

19

- 20 • There is no misrepresentation of any aspect of the offer or nature of the Fixed-Rate
21 Primary Gas Service;
- 22 • There are no statements or representations made that, either directly or by
23 implication, omission or exaggeration could mislead a Customer with regard to any
24 aspect of the offer or nature of the Fixed-Rate Primary Gas Service;
- 25 • There are no representations made regarding contracts, rights or obligations unless
26 those representations are contained in the written offer;
- 27 • There is no pressure or harassment placed upon Customers in the process of
28 communicating and transacting for any Fixed-Rate Primary Gas Service, and that
29 Customers have adequate and sufficient time to read and understand any offer and
30 contract in its entirety prior to acceptance;
- 31 • There is no exploitation of any lack of knowledge, experience or understanding on
32 the part of the Customer that would lead to the entry into a contract for the Fixed-

1 Rate Primary Gas Service;

- 2 • There is no action taken or statements made that could directly or by implication
3 discredit any competing firm or individual or any services provided by such parties;
- 4 • That any price or service offering comparisons to be made are such that they are
5 factual, complete and verifiable;
- 6 • That statements or promises made in promotional material must be complete and in
7 accordance with actual conditions, situations and circumstances existing at the time
8 that the promotion is made, and that such statements are reliable and supportable
9 for the claim being made;
- 10 • That there are no actions taken which are intended to induce any Customer to
11 breach an existing Contract between the Customer and a Marketer; and
- 12 • That any testimonials or endorsements are authorized by the source of such
13 testimonial or endorsement, and be current and relative to the situation used in
14 reference.

15

16 **10. Employee Training**

17

18 The Corporation will undertake training of its staff as set out below.

19

20 All personnel included in the administration, marketing, sales or dissemination of
21 information related to the Fixed Rate Primary Gas Service and all staff identified in
22 Attachment 1 to this Standard of Conduct will receive training with respect to the
23 Standard of Conduct.

24

25 Customer Contact Centre employees that are directly involved in providing Customers
26 with information regarding the Fixed-Rate Primary Gas Services will be trained on the
27 provisions contained in the Standard of Conduct, and will be provided with an approved
28 script of Frequently-Asked-Questions related to Fixed-Rate Primary Gas Services. Such
29 training may be conducted through group training sessions administered by line
30 management, or may be conducted through the use of Computer Based Training
31 modules.

32 Customer Contact Centre staff will receive training prior to taking calls from Customers

1 regarding Fixed-Rate Primary Gas Services. Refresher training will be conducted on all
2 Customer Contact Centre staff as may be necessary to maintain a high level of service
3 to Customers.

4
5 The script and subsequent changes of Frequently-Asked-Questions will be created by
6 the Corporation and will be submitted to the PUB for approval prior to its use.

7
8 The creation of the script and the use and application of the script will be the
9 responsibility of the Division Manager, Consumer Marketing and Sales. The application
10 and monitoring of the use of the scripts will be performed by Customer Contact Centre
11 supervisory and management personnel.

12
13 **11. Provision of Fixed-Rate Primary Gas Service Information**

14
15 Employees and agents involved in the marketing and sales of Fixed Rate Primary Gas
16 Service will take such steps as necessary to ensure that Customers are receiving
17 appropriate answers to their questions.

18
19 **III. PRICING OF FIXED-RATE PRIMARY GAS SERVICE**

20
21 The pricing of products offered under the Fixed-Rate Primary Gas Service by Centra will
22 be reviewed and approved by the PUB in accordance with PUB Order 156/08.

23
24 **IV. PROTECTION OF COMMERCIALY SENSITIVE MARKETER INFORMATION**

25
26 The Corporation will have the following measures in place to ensure that Commercially
27 Sensitive Marketer Information is kept separate and not used or accessed within the
28 Corporation in any manner which would be detrimental to the competitive position of a
29 Marketer.

- 30
31
 - Access to Commercially Sensitive Marketer Information will be restricted to staff
32 in positions within the Corporation that have responsibility for administration in

1 accordance with Attachment 1 to this Standard of Conduct.

2
3 • Commercially Sensitive Marketer Information will be collected in distinct data
4 fields. Access to this information will be restricted to authorized individuals as
5 defined in Attachment 1 through the use of cyber security controls such as user
6 passwords, login IDs and the assignment of user roles.

7
8 • Training sessions will be provided to all staff identified in the Staff Training
9 section of this Standard to ensure employee awareness and understanding of the
10 provisions of the Standard and to educate employees not to undertake any
11 activities that may violate those provisions. Employees will also be made aware
12 that violations could lead to disciplinary action.

13
14 • For management reporting purposes, Marketer information will be aggregated
15 sufficiently as to obscure the identity or specific details of any individual gas
16 purchase contract and such aggregated information will not be subject to
17 restrictions.

18
19 **V. OTHER**

20
21 **1. Customer Requests for Access to Utility Services**

22
23 The Corporation will treat all Customer requests for Utility Services in an equitable
24 manner and will not discriminate between customers based upon their selection of any
25 Primary Gas supplier. The Corporation will accept and process all similar requests for
26 Utility Service in a manner that affords no preference based upon the Customer's choice
27 or preference in the supply of Primary Gas service.

28 **2. Public Statements of Preferential Treatment**

29
30 Employees and agents of the Corporation will not state or imply that any preference or
31 favoured treatment will be available to Customers in respect to Utility Services as a
32 consequence of the Customer entering into a contract with the Corporation for any

1 Fixed-Rate Primary Gas Service.

2

3 **VI. COMPLAINT MECHANISM AND DISPUTE RESOLUTION**

4

5 **1. Complaint and Dispute Resolution**

6

7 In the event that a Customer or stakeholder expresses dissatisfaction with the manner in
8 which the Corporation is providing Fixed-Rate Primary Gas Service and/or Marketer-
9 related direct purchase administration services, and if that dispute cannot be resolved
10 through verbal explanation, then the Customer or stakeholder may pursue the matter
11 further by formally making a Complaint. Such Complaints shall be submitted in writing to
12 the Corporation.

13

14 The Corporation will take reasonable steps to investigate the Complaint and will make
15 best efforts to provide a written response to the Applicant no later than sixty (60) days
16 from the date of receipt of the Complaint. A copy of all correspondence between the
17 Corporation and the Complainant will be forwarded in confidence to the attention of the
18 Executive Director of the PUB.

19

20 If a reasonable solution cannot be reached between the Corporation and the
21 Complainant, the Complainant may bring the Complaint before the PUB for resolution.

22

23 **2. Recording and Tracking of Complaints**

24

25 Complaints received by the Corporation will be directed to Consumer Marketing and
26 Sales for documentation and resolution. Staff will be required to forward all Complaints
27 to the Marketing Specialist or their designate to administer these matters.

28 To ensure that all Complaints are being documented and handled appropriately and
29 uniformly, a centralized Customer Complaint registry will be maintained. This registry
30 will document Complaints about the program and/or employees or agents along with the
31 steps undertaken to resolve the issue.

32

1 This registry will capture the following information on any Complaint:

2

- 3 • Name of Complainant
- 4 • Date Received
- 5 • Nature of Complaint
- 6 • Remediation Provided
- 7 • Date of Remediation Correspondence
- 8 • Status of Complaint (Active or Resolved)

9

10 **VII. Compliance**

11

12 The following control measures will be in place to ensure and demonstrate compliance
13 to all requirements in the Standard of Conduct:

14

15 **1. Compliance Monitoring and Review**

16

17 Employees associated with both the Fixed-Rate Primary Gas Service and the provision
18 of Marketer-related direct purchase administration services are expected to be aware of
19 their responsibilities and report any non-compliance issues to their direct supervisors.

20

21 Line Management of the various functional areas will be responsible to take all actions
22 necessary to ensure and demonstrate compliance to all requirements within their area of
23 responsibility. Actions include developing and implementing processes and systems,
24 providing training, testing effectiveness, taking corrective action, and documenting
25 results to demonstrate compliance.

26

27 The independent Gas Supply Middle Office will perform periodic, and not less than
28 annual reviews to assess the adequacy of measures in place to ensure and demonstrate
29 compliance to all requirements in the Standard of Conduct. The assessments will review
30 all sources of information considered necessary to form an opinion on the adequacy of
31 control measures. Information that will be reviewed includes employee training
32 processes, selected telephone tapes of communications with customers, physical and

1 cyber access controls to sensitive information, the management of customer complaints
2 and disputes, management reporting and compliance practices. Non-compliance issues
3 and other areas of concern will be documented and discussed with management for
4 corrective action.

5

6 **2. Corrective Action**

7

8 Line management are responsible to determine the root cause of non-compliance
9 issues, develop action plans to address, and ensure that corrective actions are carried
10 out appropriately.

11

12 Corrective actions will depend on the nature of the non-compliance issue. The
13 Corporation will take steps to address the issue and modify processes so that the
14 deficiency will not re-occur.

15

16 **3. Reporting Requirements**

17

18 At minimum, the Corporation will prepare an annual report on compliance to the
19 Standard of Conduct, and will provide a copy to the PUB for its information.

20

21 Any non-compliance issues that may harm a competitor's competitive position will be
22 reported to the PUB as soon as reasonably possible, but no later than sixty days after
23 the issue is identified. Minor instances of non-compliance which do not harm a
24 competitor's competitive position will be reported with the annual report on compliance.

1
2 **ATTACHMENT 1**

3 **Employees Eligible to Access Commercially Sensitive Marketer Information**

4 Access to Commercially Sensitive Marketer Information will be restricted to staff in
5 positions within the Corporation that have responsibility for administering direct purchase
6 services, administering customer billing matters such as account corrections and
7 rebilling, and performing information systems support and maintenance.

8
9 Gas Supply Division:

- 10 • Division Manager, Gas Supply Division
11 • Department Manager, Gas Market Analysis and Administration Department
12 • Direct Purchase Supervisor, Gas Market Analysis and Administration Department
13 • Direct Purchase Coordinator, Gas Market Analysis and Administration Department
14

15 Treasury Division:

- 16 • Corporate Treasurer, Treasury Division
17 • Department Manager, Cash Management and Credit Department
18 • Credit Risk and Banking Analyst, Cash Management and Credit Department
19

20 Customer Accounting:

- 21 • Adjustment & Billing Control Representative
22 • Adjustment & Manual Control Representative
23 • CIS Ad-hoc Reporting Analyst
24 • CIS Research Analyst
25 • CIS Support Analyst
26 • Customer Billing Administration Representatives
27 • Customer Billing Supervisor
28 • Industrial Billing Representative
29 • Senior Adjustment & Billing Control Representative
30 • Senior CIS Support Analyst
31
32

1 Customer Systems:

- 2 • Banner Testing Analyst
3 • System Developer

4

5 Market Forecasts Department:

- 6 • Customer Database Developer