

CASE NO. TO-2006-0299
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE IX: MAINTENANCE

| Issue Statement | Issue No. | Sec. Nos. | Socket Language | Socket Preliminary Position | CenturyTel Language | CenturyTel Preliminary Position |
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| Should the Agreement contain an Article addressing Maintenance issues? | 1 | All | <p style="text-align: center;">ARTICLE IX: MAINTENANCE</p> <p>1.0 GENERAL REQUIREMENTS</p> <p>1.1 CenturyTel will provide repair, maintenance, testing, and surveillance for all resold services, Unbundled Network Elements, Combinations of Network Elements (Combinations), Commingled Network Elements (Commingled Elements) and Interconnection Facilities and Trunks as described in the Agreement in accordance with the terms and conditions of this Article.</p> <p>2.0 MAINTENANCE REQUIREMENTS</p> <p>2.1 CenturyTel will provide maintenance for all resold services, Unbundled Network Elements, Combinations of Network Elements (Combinations), Commingled Network Elements (Commingled Elements) and Interconnection Facilities and Trunks provided under this Agreement at levels equal to the maintenance provided by CenturyTel in serving its end</p> | <p>Socket is entitled to efficient and effective provisioning and maintenance of wholesale facilities under CenturyTel's FTA § 251(c) obligations. This Article lays out reasonable terms and conditions governing the Parties' respective obligations in this area.</p> <p>Socket's proposed Maintenance article is derived in large part from the Maintenance attachment that the Commission approved as reasonable and appropriate in Case No. TO-2005-0336, except that Socket has modified that attachment to reflect changes between CenturyTel's operations and those of SBC Missouri. These terms should be memorialized in the interconnection agreement, rather than left to CenturyTel to dictate unilaterally to Socket in a separate "guide." This ICA is a contract between two parties, and, under general contract law, one party cannot unilaterally amend the terms under which the parties operate by changes to a separate document that results in a change to the underlying contract.</p> | | <p>Initially, notwithstanding the initiation of this arbitration proceeding, CenturyTel fully intends, consistent with 4 CSR 240-36.040(5)(B), to continue negotiating with Socket to resolve disputes between the parties. In many instances, CenturyTel anticipates being able to negotiate compromise language similar to that proposed by Socket but Socket did not provide this language to CenturyTel in time to permit such negotiations in advance of filing this DPL. To that end, CenturyTel anticipates being able to resolve significant portions of the disputed language.</p> <p>Nonetheless, the Commission should reject Socket's proposed language because it is inconsistent with existing law. For example, whereas CenturyTel's obligation is to provide Socket nondiscriminatory, parity-based treatment, Socket demands much more. With respect to many maintenance and testing provisions, for example, Socket demands--but is not entitled to--special treatment above and beyond what CenturyTel does for itself or for any other CLEC. On its face, Socket's demand is unreasonable. Importantly, ILECs' obligations under the Federal Telecommunications Act are parity-based, meaning they must provide required elements and services in a</p> |

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| | | | <p>user customers and will meet the requirements set forth in this Article. Such maintenance requirements will include, without limitation, those applicable to testing and network management. The maintenance to support these services will be provided in a manner, which meets the performance metrics provided for in this Agreement and any MISSOURI Commission-ordered performance measures.</p> <p>2.2 CenturyTel shall adhere to the maintenance requirements and intervals set forth in Article XV - Performance Measurements. In the event CenturyTel demonstrates that these intervals require CenturyTel to provide Socket a greater level of service than CenturyTel provides to its own retail customers, the Parties shall negotiate and mutually agree upon new maintenance intervals and metrics. If the Parties are unable to agree upon new intervals, either Party may</p> | | | <p>manner "that is at least equal in quality to that provided . . . to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection." 47 U.S.C. 251(c)(2). That is precisely what CenturyTel offers in this proceeding, agreeing across-the-board to provide required services, elements, and functionality on a nondiscriminatory, parity basis. Socket, however, is apparently not content with obtaining parity, at least not parity with CenturyTel. Instead, perhaps due in part to Socket's wide scale cutting-and-pasting of SBC contract language, Socket repeatedly proposes contract language--like here--demanding special, super-parity treatment. That SBC may have certain capabilities or may offer certain features or services is irrelevant here. Neither the FTA nor any FCC order requires an ILEC to satisfy its statutory obligations in a manner "that is at least equal in quality to that provided" by SBC or another RBOC. The key in all respects is what the ILEC does for itself. Because CenturyTel must provide elements, services, and functionalities on a parity basis and that is exactly what CenturyTel proposes in this proceeding, thereby fulfilling its parity obligations, the Commission should reject Socket's demands for special, superior treatment</p> <p>Moreover, in many respects Socket's</p> |

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| | | | <p>invoke the dispute resolution procedures set forth in Article III. The applicable intervals set forth in Article XV shall continue to be in effect until replaced.</p> <p>3.0 REPAIR SERVICE RESPONSE</p> <p>3.1 CenturyTel technicians will provide repair service on resold services, Unbundled Network Elements, Combinations of Network Elements (Combinations), Commingled Network Elements (Commingled Elements) and Interconnection Facilities and Trunks that is at least equal in quality to that provided to CenturyTel customers; trouble calls from Socket will receive response time and priorities that are at least equal to that of CenturyTel customers. The repair service response will be provided in a manner, which meets the performance metrics provided for in this Agreement and any MISSOURI Commission-ordered performance measures. CenturyTel shall</p> | | | <p>proposed contract language is unnecessary because the circumstances are addressed elsewhere or imposes undue burdens on CenturyTel and demands the infeasible. Socket's proposals, for example, fail to recognize that in many instances CenturyTel's operations and systems simply cannot satisfy Socket's service, repair, and/or testing demands. (which are themselves presumably based on SBC's capabilities). Therefore, the Commission should, consistent with CenturyTel's parity-based nondiscrimination obligations and prevailing federal law, reject Socket's proposed contract language that is not otherwise agreed-to by CenturyTel herein.</p> |

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| | | | <p>adhere to the repair and service response intervals set forth in Article XV - Performance Measurements. In the event CenturyTel demonstrates that these intervals require CenturyTel to provide Socket a greater level of service than CenturyTel provides to its own retail customers, the Parties shall negotiate and mutually agree upon new intervals and metrics. If the Parties are unable to agree upon new intervals, either Party may invoke the dispute resolution procedures set forth in Article III. The applicable intervals set forth in Article XV shall continue to be in effect until replaced.</p> <p>4.0 INTERCOMPANY COMMUNICATIONS</p> <p>4.1 CenturyTel will notify Socket of the existence, location, and source of all emergency network outages affecting or having the potential of affecting Socket customers. Socket may contact CenturyTel in order to discuss scheduled activities that may impact Socket</p> | | | |

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| | | | <p>customers. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period, in a single exchange.</p> <p>5.0 EMERGENCY RESTORATION</p> <p>5.1 CenturyTel will notify Socket of activities involving the central office and inter-office network. Additionally, as cable cuts or other network failures are identified that are related to Socket reported trouble, CenturyTel will notify Socket.</p> <p>5.1.1 CenturyTel will establish a single point of contact to provide Socket with information relating to the status of restoration efforts and problem resolution during any restoration process.</p> <p>5.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements, Combinations of Network Elements (Combinations), Commingled</p> | | | |

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| | | | <p>Network Elements (Commingled Elements) and Interconnection Facilities and Trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority (“TSP”) services for Socket carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.</p> <p>5.1.3 Within 10 days of the effective date of this agreement, CenturyTel shall provide Socket with the contact information for the single point of contact established in 5.1.1 and provide detailed documentation of the methods and procedures established under 5.1.2.</p> <p>6.0 MISDIRECTED REPAIR</p> | | | |

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| | | | <p style="text-align: center;">CALLS</p> <p>6.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.</p> <p>6.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or market services.</p> <p style="text-align: center;">REPAIR PROCEDURES</p> <p>7.1 CenturyTel will provide a single point of contact (SPOC) for all of Socket's maintenance requirements under this Attachment (via an 800 number) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall not be CenturyTel's 800 number(s) used by retail customers. Competent personnel with knowledge of CenturyTel's repair and maintenance processes and</p> | | | |

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| | | | <p>procedures shall answer the number provided to Socket. These personnel shall have access to the systems or information to enable them to receive trouble tickets and provide updates on repair status.</p> <p>7.2.1 If the SPOC provided under this section is also responsible for Emergency Restoration, the SPOC provided in Section 7.1 may be the same as the SPOC provided in Section 5.0.</p> <p>7.3 On a reciprocal basis, Socket will provide a single point of contact (SPOC) for all of Socket's maintenance requirements under this Attachment that will be answered twenty four (24) hours per day, seven (7) days per week.</p> <p>7.4 While in manual mode operation, CenturyTel will provide Socket "estimated time to restore." CenturyTel will notify Socket of each missed repair commitment through a status call. When the trouble ticket commitment time occurs and the trouble ticket has not been closed, an additional status call will provide Socket the</p> | | | |

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| | | | <p>current status (e.g., trouble was dispatched at 8:00 a.m.). The original trouble commitment will not be changed due to possible loss of priority for that customer. All missed appointments (e.g., vendor meets) will be handled in the same way. This jeopardy status information (on missed commitments/appointments), while in a manual mode, will be provided by CenturyTel until CenturyTel's OSS System can provide this information or during any outage or failure in OSS. The status of all other tickets will be given to Socket through the fax of a daily log (faxed the next morning to Socket by 9 a.m. Central Time Zone) and will include all "closed tickets" from the previous day (including No Access and closed troubles).</p> <p>7.5 When CenturyTel responds to a Socket trouble ticket with "no trouble found," Socket may request a joint test to be conducted by a CenturyTel technician and, at Socket's discretion, either a Socket technician, a vendor technician and/or Socket's Network Operations Center.</p> <p>7.6 Notice of emergency network</p> | | | |

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| | | | <p>outages, as defined in this Article, will be provided to Socket within one (1) hour.</p> <p>7.7 For network outages other than emergency outages, the performance measurements established in this Agreement will govern.</p> <p>7.8 For purposes of this Section, services, facilities and equipment provided to Socket through resold service, Unbundled Network Element(s), Combination(s), or Commingled Element(s) will be considered restored or a trouble resolved when the quality of the resold service, Unbundled Network Element(s), Combination(s), or Commingled Elements is equal to that provided before the outage or the trouble occurred and any discovered defect is repaired.</p> <p>8.0 ESCALATION PROCEDURES</p> <p>8.1 CenturyTel will provide Socket with written escalation procedures for maintenance resolution to be followed if, in Socket's judgment, any</p> | | | |

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| | | | <p>individual trouble ticket or tickets are not resolved in a timely manner. This escalation procedure shall permit Socket to contact CenturyTel personnel 24 hours a day/7 days a week. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyTel management personnel who are responsible for maintenance issues. This information shall be provided within 10 days of the effective date of the agreement.</p> <p>9.0 PREMISES VISIT PROCEDURES</p> <p>9.1 CenturyTel Maintenance of Service Charges, when applicable, will be billed by CenturyTel to Socket, and not to Socket's end-user customers.</p> <p>9.2 Dispatching of CenturyTel technicians to Socket Customer premises shall be accomplished by CenturyTel pursuant to a request received from Socket.</p> <p>9.3 When a CenturyTel employee</p> | | | |

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| | | | <p>visits the premises of a Socket local service customer, the CenturyTel employee must inform the customer that he or she is there acting on behalf of their local service provider. Any written “leave behind” materials that CenturyTel technicians provide to Socket local customers will be non-branded materials that do not identify the work being performed as being performed by CenturyTel. These materials will include, without limitation, non-branded forms for the customer and non-branded “not at home” cards. Socket may elect to have CenturyTel use “Socket branded” materials in lieu of non-branded materials for use by CenturyTel installation, maintenance and/or repair technicians when dealing with Socket’s customers. If Socket elects to have CenturyTel use “Socket Branded” materials, these materials will be furnished to CenturyTel by and at the sole expense of Socket. CenturyTel will not rebrand its vehicles and personnel.</p> | | | |

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| | | | <p>Socket will provide a single point of contact so that CenturyTel, including individual CenturyTel technicians, can order “Socket branded” materials via a toll free telephone number provided by Socket, for delivery to an address specified by CenturyTel or the technician.</p> <p>9.4 If a trouble cannot be cleared without access to Socket’s local service customer’s premises and the customer is not at home, the CenturyTel technician will leave at the customer’s premises a non-branded “no access” card requesting the customer to call Socket for rescheduling of repair.</p> <p>10.0 TESTING</p> <p>10.1 All Unbundled Network Elements, Combination of Element and/or Commingled Arrangements troubles determined not to be end-user customer related or in Socket’s provided network facilities will be reported by Socket to CenturyTel. Upon receipt of a trouble report on</p> | | | |

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| | | | <p>Network Element(s), CenturyTel will test and sectionalize all elements purchased from (or provided by) CenturyTel. If CenturyTel determines that a trouble is isolated or sectionalized in network facilities provided by Socket, then CenturyTel will refer the trouble ticket back to Socket for handling. CenturyTel shall support Socket's request for a joint test, as described in Section 7.2.</p> <p>11.0 PRICING</p> <p>11.1 Charges for the relevant services provided under this Article are included in Article VII, Appendix – UNE Pricing.</p> | | | |
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