



## Telecom Decision CRTC 2007-126

Ottawa, 7 December 2007

### **CISC Business Process Working Group – Non-consensus reports BPRE064b and BPRE064c to revise certain competitor quality of service indicator business rules per Telecom Decision 2006-59**

Reference: 8621-C12-01/00

*In this Decision, the Commission*

- *amends the business rules for several competitor quality of service (Q of S) indicators to allow an incumbent local exchange carrier (ILEC) that has developed and implemented a mutually agreed upon mechanism to inform a competitor to record an order or trouble report as "met" when the confirmed due date is missed because of causes attributable to the competitor or the competitor's customer where the ILEC has fulfilled its obligations on the due date;*
- *determines that the ILECs cannot exclude from the measurement of competitor Q of S indicator 2.7A those orders where due dates are missed as a result of a lack of facilities due to damages caused by third parties or due to capacity limitations in certain terminals;*
- *approves an additional one business day for the service interval for competitor Q of S indicator 1.19A to allow for the necessary testing required to ensure that the service delivered is of the highest quality; and*
- *amends the title, specification, and business rules of competitor Q of S indicators 1.19 and 1.19A.*

### **Background and process**

1. In Telecom Decision 2006-59, the Commission tasked the CRTC Interconnection Steering Committee (CISC) with reviewing the measurement methods and any potentially problematic circumstances related to calculating competitor quality of service (Q of S) results that may not provide an incumbent local exchange carrier (ILEC) with the incentive to provide high-quality service to competitors.
2. The Business Process Working Group (BPWG) of CISC filed non-consensus reports BPRE064b dated 26 March 2007 and BPRE064c dated 28 June 2007, in which it proposed various changes to the existing competitor Q of S indicators (see Appendix for affected competitor Q of S indicators).

3. In particular, the Commission considers that the reports raise the following four issues:
  - I. Should the business rules for provisioning and repair competitor Q of S indicators be amended to record an order or trouble report as "met" where the order or trouble report would have been "met" on the due date or within the applicable service standard were it not for causes attributable to the competitor or the competitor's customer?
  - II. Should trouble reports that cannot be completed on the due date because of lack of facilities due to damages by third parties or due to capacity limitations in certain terminals be excluded from the measurement of competitor Q of S indicator 2.7A?
  - III. Should the service interval for competitor Q of S indicator 1.19A be increased?
  - IV. How should "standard service interval," "confirmed due date," and "requested date" be interpreted within the context of the definition and measurement method of competitor Q of S indicators 1.19 and 1.19A?
- I. Should the business rules for provisioning and repair competitor Q of S indicators be amended to record an order or trouble report as "met" where the order or trouble report would have been "met" on the due date or within the applicable service standard were it not for causes attributable to the competitor or the competitor's customer?**

*Positions of parties*

4. Bell Aliant Regional Communications, Limited Partnership (Bell Aliant), Bell Canada and TELUS Communications Company (TCC) (collectively, the ILECs) contended that the current Q of S regime penalized an ILEC unfairly in the calculation of its competitor Q of S results. The current business rules excluded, from the competitor Q of S indicator results, situations where an ILEC technician could not complete provisioning or repair work by the applicable service interval,<sup>1</sup> because of the competitor or the competitor's customer.
5. The ILECs identified three situations where an ILEC technician was prevented from completing work because of the competitor or the competitor's customer:
  - The competitor had not completed its part of the activities of a repair or provisioning work prior to the ILEC technician arriving on-site;
  - The competitor's customer was not present or not ready at the appointed/confirmed time to allow the technician access to the location and to complete the required work; and

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<sup>1</sup> For this Decision, "applicable service interval" means the standard service interval approved by the Commission or an ILEC and competitor agreed upon due date for provisioning orders, or the repair service interval at which the ILEC performance is measured for repair trouble reports as per competitor Q of S repair indicators' definitions.

- The trouble was located on the customer side of the demarcation point or in the customer provided equipment (CPE).
6. The ILECs proposed that in all the above situations, the order or trouble report should be counted as "met" if the technician was dispatched on or before the due date. Conversely, if the technician was dispatched after the due date, the order or trouble report should be counted as "missed."
  7. Although generally agreeing with the proposal, MTS Allstream Inc. (MTS Allstream) and Rogers Communications Inc. (RCI) (collectively, the Competitors) argued that in situations where the ILEC technician could not have access to the terminal room, the competitor's facilities or the premises where the service was to be delivered or repaired (no-access situations), the technician should be required to wait 20 minutes to allow the competitor to contact its customer instead of rescheduling another appointment.
  8. For trouble reports where the trouble has been located in the CPE, the Competitors agreed with the ILECs that the ILECs should not be "penalized" in such situations. However, the Competitors argued that if the trouble report was reopened and the cause was attributed to something other than the CPE, it should be counted as "missed" or alternatively excluded from the performance calculation.
  9. The ILECs agreed with the Competitors' proposal with respect to reopened trouble reports, with the caveat that the request be made within 72 hours of the trouble report closing and that the ILEC would then count the trouble report as "missed" only if the repair commitment time frame was exceeded.
  10. The Competitors also proposed and the ILECs agreed that
    - for new and migrated loops, the competitors be allowed the opportunity to change the due date up to two business days prior to the scheduled due date; and
    - for stand-alone number porting, the order may be rescheduled at any time up to and including the confirmed due date.
  11. FCI Broadband (now part of RCI) expressed concern related to an issue of "feather-knocking" which it defined as a situation where the ILEC technician assigned to complete an order or a trouble report fails to knock loud enough or chooses to just drive by without physically knocking at the end-customer's door, despite the end-customer being present.
  12. Bell Canada submitted that the concern of feather-knocking was a management issue as it drove up costs and that it was taken seriously and acted upon when a complaint was filed.

***Commission's analysis and determinations***

*Order or trouble report to be counted as "met" or "missed"*

13. The Commission notes that the current business rules for the competitor Q of S indicators listed in the Appendix exclude those orders that cannot be completed due to causes attributable to the competitors or their customers, as applicable, from the monthly competitor Q of S results.

14. The Commission notes that in situations where an ILEC technician is dispatched on the due date to complete a provisioning order or a repair trouble report and cannot do so as a result of one of the three situations noted by the ILECs above, the ILEC was in fact in a position to complete the order or the trouble report. The Commission considers that under those circumstances, if the technician would have been able to complete the order or the trouble report within the applicable service interval, it would be reasonable that the ILEC register the order or trouble report as "met" for competitor Q of S purposes.<sup>2</sup>
15. Similarly, the Commission considers that when a technician is dispatched within the approved service interval to repair a faulty circuit and finds that the trouble is located in the CPE, the rest of the circuit having tested as trouble-free, it is reasonable that if the technician was on-site within the applicable competitor Q of S standard service interval, the ILEC should register the trouble report as "met" for Q of S purposes.
16. The Commission therefore determines that the findings outlined above should be reflected in the applicable competitor Q of S indicators' business rules (see Appendix for revisions).
17. In order for a competitor to track its Q of S results in the same manner as the ILEC, the competitor would need to be advised of the situations determined above. The Commission notes that no such reporting mechanism currently exists.
18. Accordingly, the Commission considers that the determinations set out above cannot be implemented by an ILEC until the ILEC has developed a mutually agreeable mechanism between itself and its competitor that would inform the competitor of the orders and trouble reports that are closed and counted as "met" without the work being completed or the trouble being cleared. Until such a mechanism is developed, the Commission considers that there should be no modification to the current business rules.

*Waiting 20 minutes*

19. The Commission considers that it is not reasonable to request the ILEC technician to wait 20 minutes in a no-access situation as this constitutes a potential misuse of the ILEC technician's time.

*Trouble located in CPE, trouble report reopened, change of due dates*

20. With regard to trouble found in the CPE, the Commission agrees with the ILECs and the Competitors that the ILECs should not be "penalized" in such situations. Therefore, the trouble report should be closed and the existing process as defined in the Installation, Testing and Maintenance Guidelines (ITMG)<sup>3</sup> for Unbundled Loops and Number Portability should be applied.
21. As for the evaluation of the ILEC performance for a trouble report that is reopened within the 72 hours hold/suspend cleared status as defined in the ITMG, and where the trouble has been located in the ILEC network after the initial closing of the trouble report, the Commission finds

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<sup>2</sup> For indicator 2.10, the ILEC would close the trouble report at the time the technician leaves the repair site.

<sup>3</sup> In the ITMG, the acronym CPE refers to Customer Premise Equipment and has the same meaning as Customer Provided Equipment.

that there is insufficient evidence in the reports to effectively resolve the issue. In particular, the reports do not clearly indicate how the ILEC performance on the reopened trouble report should be measured for competitor Q of S purposes.

22. Accordingly, the Commission directs the CISC BPWG to provide, within 30 days of the date of this Decision, a more detailed description of the time interval the Commission should consider to enable the ILEC to measure its performance when closing a reopened trouble report.
23. As for the opportunity for the competitors to reschedule due dates for provisioning orders within the time frames indicated in paragraph 10 above, the Commission considers such a business practice appropriate, as agreed to it by the ILECs.

#### *Feather-knocking*

24. The Commission considers Bell Canada's response to the potential issue of "feather knocking" as reasonable as it drives up an ILEC's costs. The Commission notes that should the issue become chronic, parties can, in specific cases, bring the matter to the Commission for resolution.

#### **II. Should trouble reports that cannot be completed on the due date because of lack of facilities due to damages by third parties or due to capacity limitations in certain terminals be excluded from the measurement of competitor Q of S indicator 2.7A?**

#### *Positions of parties*

25. The ILECs submitted that a significant proportion of trouble reports that could not be cleared within the 24-hour service interval of competitor Q of S indicator 2.7 also could not be cleared within the following 24-hour service interval as measured by competitor Q of S indicator 2.7A. The ILECs submitted that the reason was the lack of alternate facilities due to damages caused by third parties or due to capacity limitations in certain terminals. The ILECs proposed that the following be added to the business rules for competitor Q of S indicator 2.7A:

Exclude from the measurement for competitor Q of S indicator 2.7A those orders where due dates are missed as a result of a lack of facilities due to damages caused by third parties or due to capacity limitations in certain terminals.

26. With regard to "lack of facilities due to damages caused by third parties," Bell Canada submitted that the requirement to obtain approvals from various levels of government before restoration work can proceed prevented it from completing its work within the approved service intervals. Bell Canada indicated that such an approval process can typically take between 12 and 16 hours to obtain.
27. With respect to "capacity limitations in certain terminals," Bell Canada and TCC submitted that other cables terminating at the same terminal may not have sufficient capacity, or it may not be practical to use them to restore the outage.

28. MTS Allstream, RCI, EastLink, Shaw Communications Inc., and Videotron Ltd. submitted that with regard to damages caused by third parties, it may be more appropriate for the ILECs to utilize the exclusion application process, set out in Telecom Decision 2005-20, rather than to amend the business rules for competitor Q of S indicator 2.7A.
29. The ILECs disagreed with the exclusion application process, arguing that such a process would be operationally inefficient as construction damages occur with some regularity.
30. MTS Allstream submitted that if exclusions of the nature proposed by the ILECs were allowed, then the standard for competitor Q of S indicator 2.7A should be increased.

*Commission's analysis and determinations*

31. The Commission considers that by adopting the ILECs' position to exclude trouble reports where service intervals are missed due to damages caused by third parties or where there are terminal capacity limitations, the Commission would be sanctioning that the repair service interval of competitor Q of S indicator 2.7A is subject to the availability of alternate replacement facilities. The Commission considers that damaged service to a competitor's customer should be repaired as efficiently and expeditiously as possible and that a repair activity should not be made subject to the availability of replacement facilities. Should no alternate facilities exist, the Commission expects the damaged facilities to be repaired within the approved service interval. Consequently, the Commission rejects the ILECs' request to make any repair activity subject to the implementation of a practical solution which depends specifically on the availability of suitable replacement facilities.
32. With regard to the notion of the ILECs requesting relief from the rate rebate plan via the exclusion mechanism for damages caused by third parties, the Commission notes that for repair competitor Q of S indicators, the standards have been set at either 80 or 90 per cent. The Commission considers that the 10 to 20 per cent margin allowed for this standard takes into account everyday third-party damages that are inherent to the construction activity in a network. The Commission considers that the exclusion mechanism set out in Telecom Decision 2005-20 is to address exceptional circumstances only.
33. In light of the above, the Commission considers that there is no need to address MTS Allstream's request that the standard for competitor Q of S indicator 2.7A be raised.
34. Based on the above, the Commission determines that the ILECs cannot exclude from the measurement for competitor Q of S indicator 2.7A those trouble reports where service intervals are missed as a result of a lack of replacement facilities due to damages caused by third parties or due to capacity limitations in certain terminals.

**III. Should the service interval for competitor Q of S indicator 1.19A be increased?**

*Positions of parties*

35. The ILECs requested that the Commission increase the service interval for provisioning competitor Q of S indicator 1.19A from one business day to five. Their request was based on the fact that the service measured by competitor Q of S indicator 1.19A was a data service

which was more complex to provision than a voice service. Bell Aliant stated that some other interval which was greater than the current interval but less than the five working day interval of competitor Q of S indicator 1.11A could also be appropriate.

36. MTS Allstream and RCI opposed Bell Aliant's proposal, arguing that the existing one-day service interval for competitor Q of S indicator 1.19A after the initial delivery date that was confirmed by the ILEC was reasonable and should therefore be maintained.

#### *Commission's analysis and determinations*

37. The Commission is of the view that while the Competitor Digital Network (CDN) facilities provisioned under competitor Q of S indicator 1.19A, for the most part, support data services and may require more field work to either extend the fibre to a customer premise or condition the copper, the facilities are not as complex as those provisioned under competitor Q of S indicator 1.11A in that co-operative work is not required. However, the Commission notes that a 24-hour Bit Error Rate Test (BERT) is required on CDN services to assess the quality of data transmission. Accordingly, the Commission considers that the service interval for competitor Q of S indicator 1.19A should be increased from one business day to two, to allow for an ILEC to properly deliver a CDN service and to ensure that the quality of data transmission over the service delivered is acceptable.
38. The Commission therefore determines that, effective the first day of the reporting quarter in which this Decision is issued, an extension of the service interval for competitor Q of S trailing indicator 1.19A to two business days from one business day to allow for specific testing is appropriate.

#### **IV. How should "standard service interval," "confirmed due date," and "requested date" be interpreted within the context of the definition and measurement method of competitor Q of S indicators 1.19 and 1.19A?**

#### *Positions of parties*

39. The BPWG noted that when the Commission approved the service intervals for CDN services and Type C loops in Telecom Decision 2006-34, it did not amend the existing definitions of competitor Q of S indicators 1.19 and 1.19A to introduce the notion of measuring Q of S performance based on approved service intervals. Therefore, all references to a "date" for competitor Q of S indicators 1.19 and 1.19A continue to reflect the requirement to meet a confirmed due date. The BPWG was unable to come to a consensus with respect to the definitions for the terms (i) "standard service interval," (ii) "confirmed due date," and (iii) "requested date" as they relate to competitor Q of S indicators 1.19 and 1.19A.
40. Bell Aliant and Bell Canada submitted that it was not necessary to revise the measurement method of the confirmed due date for competitor Q of S indicator 1.19 and indicated that in their Business Office practices due consideration was given to the customer's requested date prior to confirmation of the due date, where facilities existed.

41. TCC proposed to amend the business rules of competitor Q of S indicator 1.19 to ensure that the confirmed due date was equal to the requested date rather than changing its definition. TCC proposed counting orders depending on three requested (equal, greater or shorter than the standard service interval) and confirmed due date scenarios where facilities existed.
42. MTS Allstream expressed concern with regard to a scenario where the requested due date was equal to or longer than the standard service interval and the ILEC confirmed back a different (usually longer) confirmation date.

*Commission's analysis and determinations*

43. The Commission notes that the provision of Type C loops as measured by competitor Q of S indicators 1.19 and 1.19A has been destandardized by all ILECs and is therefore not included in this analysis.
44. The Commission notes that, in Telecom Decision 2006-34, it did not amend the definition of competitor Q of S indicator 1.19. However, when the Commission established trailing competitor Q of S indicator 1.19A in Telecom Decision 2005-20, it clarified that the due date meant the standard service due date unless the parties have agreed to an earlier or later due date.
45. The Commission is of the view that for CDN services, similar to unbundled loops, an ILECs' provisioning performance should be measured based on meeting the applicable service interval. As requested in non-consensus report BPRE064b, with regards to competitor Q of S indicators 1.19 and 1.19A, the Commission clarifies the following terms:
  - "standard service interval" is the standard service due date, as established by the Commission, by which an ILEC is expected to deliver a service or a facility in working condition such as a CDN service;
  - "confirmed due date" is the date by which the ILEC commits to deliver the service requested by the competitor. The Commission considers that if the requested date is equal to or longer than the standard service interval, that date would be the confirmed due date; and
  - "requested date" is the date by which a competitor requests a service to be delivered to it in working condition.
46. Accordingly, the Commission determines that the above determinations should be reflected in the titles, specifications, and business rules for competitor Q of S indicators 1.19 and 1.19A.

Secretary General

## Related documents

- *Part VII application to review and vary Decisions 2003-72 and 2005-20*, Telecom Decision CRTC 2006-59, 21 September 2006
- *Follow-up to Finalization of quality of service rate rebate plan for competitors, Telecom Decision CRTC 2005-20 – Service intervals for provisioning CDN services and Type C loops*, Telecom Decision CRTC 2006-34, 26 May 2006
- *Finalization of quality of service rate rebate plan for competitors*, Telecom Decision CRTC 2005-20, 31 March 2005

*This document is available in alternative format upon request, and may also be examined in PDF format or in HTML at the following Internet site: <http://www.crtc.gc.ca>*

## **List of competitor Q of S indicators affected by this Decision and their specifications**

### **Indicator 1.8 – New Unbundled Type A and B Loop Order Service Intervals Met**

**Definition:** The percentage of time that the due dates for the provisioning of new unbundled type A and B local loop orders are met within the applicable standard service interval.

**Measurement Method:** Completed new loop orders are compiled, and the percentage of those that were completed within the applicable standard service interval is reported. Orders for which the requested due date is beyond the applicable standard service interval are excluded from this measure.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 1.8 – New Unbundled Type A and B Loop Order Service Intervals Met.

**Numerator:** Number of orders for new type A and B unbundled loops that have met the standard interval due date for the month.

**Denominator:** Total number of orders for new type A and B unbundled loops for which a standard interval due date has been assigned for the month. Orders for which the requested due date is beyond the applicable standard service interval are excluded from this measure.

#### **Business Rules:**

- CLEC by CLEC.
- Loop(s) delivered in working condition and according to the loop specifications agreed to by the Industry.
- Include orders that cannot be completed on an agreed to expedited due date. These orders are counted as missed in the calculation of the indicator.
- Include in measurement those orders where confirmed due dates are missed due to a lack of facilities. These orders are counted as missed in the calculation of the indicator.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" local service requests (LSRs) that are missed on the confirmed due date due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those LSRs where confirmed due dates are missed due to causes attributable to CLECs or their customers.

### **Indicator 1.9 – Migrated Unbundled Type A and B Loop Order Service Intervals Met**

**Definition:** The percentage of time that the due dates for the provisioning of migrated unbundled type A and B local loop orders are met within the applicable standard service interval.

**Measurement Method:** Completed loop migration orders are compiled, and the percentage of those that were completed within the applicable standard service interval is reported. Orders for which the requested due date is beyond the applicable standard service interval are excluded from this measure.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 1.9 – Migrated Unbundled Type A and B Loop Order Service Intervals Met.

**Numerator:** Number of orders for migrated type A and B unbundled loops that have met the standard interval due date for the month.

**Denominator:** Total number of orders for migrated type A and B unbundled loops for which a standard interval due date has been assigned for the month. Orders for which the requested due date is beyond the applicable standard service interval are excluded from this measure.

**Business Rules:**

- CLEC by CLEC.
- Loop(s) delivered in working condition and according to the loop specifications agreed to by the Industry.
- Include orders that cannot be completed on an agreed to expedited due date. These orders are counted as missed in the calculation of the indicator.
- Include in measurement those orders where confirmed due dates are missed due to a lack of facilities. These orders are counted as missed in the calculation of the indicator.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" LSRs that are missed on the confirmed due date due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those LSRs where confirmed due dates are missed due to causes attributable to CLECs or their customers.

**Indicator 1.11 – Competitor Interconnection Trunk Order Service Interval Met**

**Definition:** The percentage of time that the agreed upon due date for the turn-up of Local Network Interconnection (LNI) trunks are met.

LNI trunks include all the trunk side trunks such as the Bill-and-Keep Trunks, Extended Area Service (EAS) Termination and Transport Trunks, Local and Toll Transit Trunks, Emergency Service Trunks and Message Relay Trunks as well as any other trunk side type or line side type trunk used to start, complete or enhance the LNI such as signalling trunks or trunks to accommodate traffic overflow.

**Measurement Method:** Tracking of due dates met. The due date interval is 20 business days or shorter for line side type trunks, when augments to existing trunk groups are required where facilities exist and 35 business days when new trunk groups are required where no facilities exist.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 1.11 – Competitor Interconnection Trunk Order Service Interval Met.

**Numerator:** Number of orders for LNI trunks that have met the standard interval (agreed upon) due date for the month.

**Denominator:** Total number of orders for LNI trunks for which a standard interval (agreed upon) due date has been assigned for the month. The due date interval is 20 business days or shorter for line side type trunks, when augments to existing trunk groups are required where facilities exist and 35 business days when new trunk groups are required where no facilities exist.

**Business Rules:**

- CLEC by CLEC.
- Trunk(s) delivered in working condition and according to industry specifications.
- Include in measurement those orders where confirmed due dates are missed due to a lack of facilities. These orders are counted as missed in the calculation of the indicator.
- Include orders that cannot be completed on an agreed to expedited due date. These orders are counted as missed in the calculation of the indicator.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" LSRs that are missed on the confirmed due date due to causes attributable to CLECs where the ILEC has fulfilled its obligation on the due date.

- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those LSRs where confirmed due dates are missed due to causes attributable to CLECs.

**Indicator 1.11A – Interconnection Trunk Order Late Completions**

**Definition:** The percentage of orders for the turn-up of Local Network Interconnection (LNI) trunks for which the due date is missed, but which are completed within five working days of the due date.

**Measurement Method:** Completed orders for LNI Trunks which were not completed on their due dates are compiled, and the percentage of those orders which were then completed within the next five working days of their respective due date is reported.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 1.11A – Interconnection Trunk Order Late Completions.

**Numerator:** Total number of orders for LNI Trunks which were not completed on their due date, but were then completed within the next five working days of the due date.

**Denominator:** Total number of completed orders for LNI Trunks for which a due date for that month was missed.

**Business Rules:**

- CLEC by CLEC.
- Include all orders captured by indicator 1.11 that are not completed by the standard service due date set out in indicator 1.11.
- The due date means the standard service due date, unless the parties have agreed to an earlier due date.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" LSRs that are missed on the confirmed due date due to causes attributable to CLECs where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those LSRs where confirmed due dates are missed due to causes attributable to CLECs.

## **Indicator 1.12 – Local Service Requests (LSRs) Confirmed Due Dates Met**

**Definition:** The percentage of instances that the agreed upon and confirmed due date is met for the provisioning of LSRs other than LSRs for new/migrated loops and for standalone LNP orders measured by indicators 1.8, 1.9 and 1.10. The due date means the agreed upon and confirmed due date that is different than the standard due date measured under indicators 1.8, 1.9 and 1.10.

**Measurement Method:** Completed LSRs other than LSRs for new/migrated loops and for standalone LNP orders measured by indicators 1.8, 1.9 and 1.10 are compiled, and the percentage of those which were completed by the agreed upon and confirmed due date is reported. LSRs are to be counted as complete only if all constituent elements of the LSR order are complete.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 1.12 – Local Service Request Agreed upon and Confirmed Due Dates Met.

**Numerator:** Total number of LSRs other than LSRs for new/migrated loops and for standalone LNP orders measured by indicators 1.8, 1.9 and 1.10, completed on the agreed upon and confirmed due date during the month.

**Denominator:** Total number of LSRs other than LSRs for new/migrated loops and for standalone LNP orders measured by indicators 1.8, 1.9 and 1.10, with agreed upon and confirmed due dates completed during the month.

### **Business Rules:**

- CLEC by CLEC.
- Include in measurement those LSRs where due dates are missed due to a lack of facilities.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" LSRs that are missed on the agreed upon and confirmed due date due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those LSRs where agreed upon and confirmed due dates are missed due to causes attributable to CLECs or their customers.
- All constituent elements of an order are to be delivered in working condition.

### **Indicator 1.13 – Unbundled Type A and B Loop Order Late Completions**

**Definition:** The percentage of orders for unbundled type A and B loops and their sub-categories, for which the due date as measured in indicators 1.8 and 1.9 and 1.12, was missed, but which were completed within one working day of the confirmed due date. The due date means the standard service due date, unless the parties have agreed to another (earlier or later) due date.

**Measurement Method:** Completed loop orders that are not completed by their due dates are compiled, and the percentage of these which were completed within one working day of their respective confirmed due dates is reported.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 1.13 – Unbundled Type A and B Loop Order Late Completions.

**Numerator:** Total number of orders for new and migrated type A and B unbundled loops and their sub-categories that have been completed within the month, but missed the confirmed due date by one working day.

**Denominator:** Total number of orders for new and migrated type A and B unbundled loops and their sub-categories completed within the month for which a due date has been missed.

**Business Rules:**

- CLEC by CLEC.
- Include in measurement those orders where due dates are missed due to a lack of facilities.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" LSRs that are missed on the confirmed due date due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those LSRs where confirmed due dates are missed due to causes attributable to CLECs or their customers.

### **Indicator 1.19 – Requested Due Dates Met – CDN Services**

**Definition:** The percentage of time that the requested due dates are met for the provisioning of CDN services. The requested due date means the standard service interval due date, unless the parties have agreed to an earlier or later due date.

**Measurement Method:** Completed service requests for CDN services are compiled and the percentage of those which were completed by the requested due date is reported.

**Geographical Basis:** Company-wide, no geographical distinction.

**Reporting Format:** Indicator 1.19 – Requested Due Dates Met – CDN services.

**Numerator:** The total number of CDN services requests that were completed on the requested due date during the month.

**Denominator:** The total number of CDN services requests completed during the month.

**Standard:** 90% or more.

**Business Rules:**

- Competitor by Competitor.
- For an ILEC that has implemented a mutually agreeable mechanism to inform competitors, record as "met" service requests that are missed on the confirmed due date due to causes attributable to competitors or their customers where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform competitors, exclude from the measurement, those service requests where confirmed due dates are missed due to causes attributable to competitors or their customers.
- Requests for expedites included.

**Indicator 1.19A – CDN Services – Late Completion**

**Definition:** The percentage of time that CDN services orders for which the due date as measured in indicator 1.19 was missed, but which were completed within two working days of the requested due date. The requested due date means the standard service interval due date, unless the parties have agreed to an earlier or later due date.

**Measurement Method:** Completed service requests for CDN services that are not completed by their requested due dates are compiled, and the percentage of those which were completed within two working days of their respective requested due dates is reported.

**Geographical Basis:** Company-wide, no geographical distinction.

**Reporting Format:** Indicator 1.19A – CDN Services – Late Completion

**Numerator:** The total number of CDN services requests that have been completed within the month, but missed the requested due date by two working days.

**Denominator:** The total number of CDN services requests completed within the month for which a requested due date has been missed.

**Standard:** 90% or more.

**Business Rules:**

- Competitor by Competitor.
- For an ILEC that has implemented a mutually agreeable mechanism to inform competitors, record as "met" service requests that are missed on the confirmed due date due to causes attributable to competitors or their customers where the ILEC has fulfilled its obligation on the due date.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform competitors, exclude from the measurement, those service requests where confirmed due dates are missed due to causes attributable to competitors or their customers.
- Requests for expedites included.

**Indicator 2.7 – Competitor Out-of-Service Trouble Reports Cleared within 24 hours**

**Definition:** The total of initial out-of-service trouble reports and those cleared within 24 hours. Percentages of those cleared relative to this total.

Initial out-of-service trouble reports are reports relative to unbundled loops and their sub-categories as well as LNI trunks.

**Measurement Method:** Compilation of trouble report data gathered at each repair bureau.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 80% or more.

**Reporting Format:** Indicator 2.7 – Competitor Out-of-Service Trouble Reports Cleared within 24 hours.

**Numerator:** Number of initial out-of service trouble reports cleared within 24 hours of their receipt during the month.

**Denominator:** Total number of initial out-of-service trouble reports received during the month.

**Business Rules:**

- CLEC by CLEC.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" out-of-service trouble reports that are missed due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation within the approved service interval.

- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those out-of-service trouble reports that are missed due to causes attributable to CLECs or their customers when the ILEC has fulfilled its obligations within the approved service interval.

### **Indicator 2.7A – Competitor Out-of-Service Trouble Report Late Clearances**

**Definition:** The percentage of trouble reports for type A and B unbundled loops and their sub-categories as well as LNI trunks that are not cleared within 24 hours (i.e., outside the performance standard of indicator 2.7), but which are cleared within the subsequent 24 hours.

**Measurement Method:** Trouble reports are compiled for type A and B unbundled loops and their sub-categories as well as for LNI trunks outside the performance standard of indicator 2.7, and the percentage of these Trouble Reports that are cleared within a subsequent 24-hour period.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 2.7A – Competitor Out-of-Service Trouble Report Late Clearances.

**Numerator:** Total number of initial out-of-service trouble reports received during the month for type A and B unbundled loops and their sub-categories as well as for LNI trunks cleared within 48 hours, excluding those cleared within 24 hours of their issuance.

**Denominator:** Total number of initial out-of-service trouble reports received during the month for type A and B unbundled loops and their sub-categories as well as for LNI trunks, excluding those cleared within 24 hours of their issuance.

#### **Business Rules:**

- CLEC by CLEC.
- Includes out-of-service trouble reports for type A and B unbundled loops and their sub-categories and for LNI trunks not meeting indicator 2.7.
- Excludes a subsequent report related to an open trouble.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" out-of-service trouble reports that are missed due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation within the approved service interval.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those out-of-service trouble reports that are missed due to causes attributable to CLECs or their customers when the ILEC has fulfilled its obligations within the approved service interval.

### **Indicator 2.9 – Competitor Degraded Trouble Reports Cleared Within 48 hours**

**Definition:** The total number of CLECs degraded trouble reports cleared by ILECs within 48 hours of notification.

Degraded trouble reports are reports relative to unbundled loops and their sub-categories as well as LNI trunks.

**Measurement Method:** Total degraded trouble reports are sorted to determine the actual numbers and the percentage of reports cleared.

**Geographical Basis:** Company-wide, no geographic distinction.

**Standard:** 90% or more.

**Reporting Format:** Indicator 2.9 – Competitor Degraded Trouble Reports Cleared Within 48 hours.

**Numerator:** Total number of degraded trouble reports reported by CLEC and cleared within 48 hours of their notification.

**Denominator:** Total number of degraded trouble reports received from CLEC during the month.

**Business Rules:**

- CLEC by CLEC.
- For an ILEC that has implemented a mutually agreeable mechanism to inform CLECs, record as "met" degraded trouble reports that are missed due to causes attributable to CLECs or their customers where the ILEC has fulfilled its obligation within the approved service interval.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform CLECs, exclude from the measurement, those degraded trouble reports that are missed due to causes attributable to CLECs or their customers when the ILEC has fulfilled its obligations within the approved service interval.

### **Indicator 2.10 – Mean Time to Repair (MTTR) – CDN Services and Type C Loops<sup>1</sup>**

**Definition:** The mean time to repair (MTTR) on a monthly basis CDN services and type C loops out-of-service trouble reports received from competitors and completed during the month.

**Measurement Method:** Compilation of monthly trouble report data gathered at each repair bureau.

**Geographical Basis:** Company-wide, no geographic distinction.

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<sup>1</sup> Reference to type C loops remains in repair indicator 2.10 to cover repair activities on type C loops already in service.

**Reporting Format:** Indicator 2.10 – MTTR – CDN Services and Type C Loops.

**Numerator:** Total number of hours required to clear out-of-service CDN services and Type C loops trouble reports completed during the month.

**Denominator:** Total number of out-of-service CDN services and Type C loops trouble reports completed during the month.

**Standard:** 4 hour MTTR or less.

**Business Rules:**

- Competitor by Competitor.
- For an ILEC that has implemented a mutually agreeable mechanism to inform competitors, record the time at which the technician has left the repair site as the closing time of the trouble report in those instances where the trouble would have been repaired had it not been due to causes attributable to the competitor or the end customer.
- For an ILEC that has not implemented a mutually agreeable mechanism to inform competitors, exclude from the measurement, those trouble reports that are missed due to causes attributable to competitors or their customers when the ILEC has fulfilled its obligations within the approved service interval.
- Calculation of the MTTR does not include customer or competitor unavailable time.