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ORIGINAL

Decision No. 84005

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

EXECUTIVE COMMUNICATIONS  
CORPORATION, et al.,

Complainants,

vs.

PACIFIC TELEPHONE AND TELEGRAPH  
COMPANY and GENERAL TELEPHONE  
COMPANY OF CALIFORNIA,

Defendants.

Case No. 9482  
(Filed December 7, 1972;  
amended April 11, 1973)

Carl Hilliard, Attorney at Law, for Executive  
Communications Corporation, et al., and  
Charles R. Crawford and Robert L. Mohr,  
for themselves, complainants.

Roger P. Downes, Attorney at Law, for The  
Pacific Telephone and Telegraph Company,  
and A. M. Hart, H. R. Snyder, Jr., and  
Dennis L. Dechert, by Dennis L. Dechert,  
Attorney at Law, for General Telephone  
Company of California, defendants.

#### INTERIM OPINION

Complainants comprise several private (i.e., nonpublic utility) communication companies and their clients. The companies, on behalf of their clients, provide and service communication systems, which incorporate private lines furnished by defendant utilities to transmit voice, data, and/or control signals between segments of the privately owned systems. On occasion there is a need for the clients to use defendants' network as an alternative to the private lines.

Complainants allege that the method used to set private-line rates is unreasonable and discriminatory. They seek substitution of flat mileage basis rates for the present schedule which prices inter-exchange circuits on the distance between central offices plus a flat charge for the terminals in each area.

They further allege that defendants impose a service charge of \$10 if a service call is made for a fault in the customer's equipment, and that this provision is used to harass clients who make trouble calls.

They further allege that there are numerous problems with the installations provided by defendants and claim that these difficulties are the result of inadequate supervision and training. They are especially concerned with defendants' procedures for receiving and acting on trouble calls from private-line clients.

Complainants allege that they need, as an alternative, to use the switched network for communications between points on their systems and that defendants' "abuse of service" rules are ambiguous and arbitrary insofar as they govern such uses of the switched network. Complainants proposed a substantial list of rate and tariff changes together with new rules governing defendants' internal procedures, administration, and training to be imposed on defendant by Commission order. ✓

The Pacific Telephone and Telegraph Company (Pacific) answered, denying the material allegations and affirmatively alleging that its rates and services are reasonable and proper. It also moved to dismiss parts of the complaint based on the pendency of other proceedings. General Telephone Company of California (General) moved to strike on similar grounds. It also denied the material allegations of the complaint.

A prehearing conference and oral argument on the motions to strike were held in Los Angeles on September 20, 1973 before Examiner Gilman. Hearing was held on December 5, 1974 at which time a complete stipulation between General and complainants was received. The parties indicated that the proposal could be effectuated within 120 days after the Commission's adoption thereof. The terms of the stipulation are set forth in Exhibit 1.

Complainants and Pacific have nearly reached agreement and only one issue remains to be resolved between them. Exhibit 2 contains the terms of all the items on which agreement has been reached. While the parties are in general agreement as to the objectives to be achieved for improved repair procedures, Pacific has not yet been able to propose a specific method for accomplishing those goals. Complainants and Pacific are in agreement that Pacific should be allowed an additional 90 days in which to develop its proposal on the remaining issue and to file it with the Commission for approval and adoption. The text of the stipulations are set forth in Appendix A.

We find that:

1. General will have satisfied this complaint in full when it complies with obligations undertaken by stipulation.
2. Pacific will have satisfied this complaint in full when it complies with obligations undertaken by stipulation, except that no stipulation has been reached concerning the allegation set forth in numbered paragraph 5 of the complaint referring to repairs.
3. The stipulations submitted herein are not discriminatory or injurious to any portion of the public.

We conclude that defendants should be ordered to comply with the stipulations and that Pacific should be required to file a document as Exhibit 3 specifying its proposal for repair procedures. We further conclude that the motion to strike should be denied.

INTERIM ORDER

IT IS ORDERED that:

1. General Telephone Company of California shall, within one hundred and twenty days after the effective date of this paragraph, comply with the stipulation set forth in Exhibit 1.

2. The Pacific Telephone and Telegraph Company shall, within one hundred and twenty days after the effective date of this paragraph, comply with the stipulation set forth in Exhibit 2, except that no stipulation has been reached concerning the allegation set forth in numbered paragraph 5 of the complaint referring to repairs.

3. Within ninety days of the effective date of this paragraph, Pacific shall file with the Commission and serve an exhibit in this proceeding, a document setting forth its proposal to satisfy numbered paragraph 5 of the complaint.

4. The motions to strike are denied.

Ordering Paragraphs 1, 3, and 4 are effective the date hereof; the effective date of Ordering Paragraph 2 shall be fixed by further order.

Dated at San Francisco, California, this 21st  
day of JANUARY, 1975.

*Vernon L. Sturgeon*  
President  
*William J. ...*  
*[Signature]*

Commissioners

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Exhibit 1

"STIPULATION OF COMPROMISE AND  
SETTLEMENT FOR ORDER AND DISMISSAL

"It is stipulated between complainants hereto, Executive Communications Corporation, et al. and defendant General Telephone Company of California and said parties' respective counsel, and said parties and their counsel hereby respectfully request of the Public Utilities Commission of the State of California that said Commission order as follows:

"A. General shall implement new procedures for handling RTOC service requests and subsequent installation and repairs. These procedures will be as follows:

- "1. Installation and testing of RTOC circuits shall be performed by Special Service personnel properly equipped with all test equipment necessary to perform end-to-end testing where needed and trained in the installation and testing of RTOC circuits. (This group of employees presently performs work on the more complex circuits such as data service, teletype service and PBX service.)
- "2. RTOC service requests shall be received at any one of three locations in the General operating areas. This point of contact will be the marketing representative for the particular area serving the terminating location. A geographic description of the cities and community areas served by each of the three marketing areas, together with the telephone number of the single contact point within each area, shall be provided to the complainants to assist them in identifying the correct marketing contact.

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- "3. Upon receipt of the service request, the agency authorization and the Customer Provided Equipment form by the Marketing representative, an in-service date will be established with the agent and a service order shall be prepared, processed and assigned special service status. Special service requests shall be assigned to a Special Service Coordinator whose responsibility shall be to assure assignment of qualified installation personnel and to arrange for access to the premises and for installation on the specified date within a.m. or p.m. time limits. Confirmative of the access assignments, the in-service date and the a.m. or p.m. period shall be given within the 24 hour period prior to said service date.
- "4. The Area Marketing representative shall be the single point of contact for the customer or agent throughout the installation period. All communication regarding changes in circuit design, service requests, service dates, etc., prior to the establishment of service, will be through the Area Marketing representative. Verbal contact is the most appropriate method of communication and the most expeditious method for the telephone company, agent and customer to react to changing circumstances.
- "5. General shall provide end-to-end tests on all new RTOC circuits installed. Final testing shall be performed while circuit continuity is in its normal operating mode. The parties agree that end-to-end tests are not always necessary to restore circuits experiencing service outages or faults, but General will perform all tests necessary to restore service to normal. In those instances where end-to-end tests are required in the opinion of the telephone company, the circuit will receive end-to-end tests. These tests include, but are not necessarily limited to, the following:

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- "(a) DC tests (short to ground, shorted conductors, cross or foreign battery).
  - "(b) Transmission loss tests.
  - "(c) Channel noise level tests.
  - "(d) Frequency response tests.
- "6. General's field employees shall advise the customer that the service is operational subsequent to the completion of all end-to-end tests. Should the customer's agent require notification of completion, the request must be made at the time of placing the order. At that time, the agent's name and telephone number where the agent is to be contacted shall be given. This information will be posted to the service order. Telephone company service office employees shall communicate with the agent advising him of the completion. In those instances where General is not the plant control office for the RTOC circuit, General agrees to provide completion information regarding its portion of installation to the assigned plant control office.
- "7. As it is not practical for General to offer a single point of contact for trouble reporting, it is agreed General shall provide trouble reporting procedures consistent with that provided to all its customers of special service circuits and systems. General shall provide each RTOC circuit terminating in General territory and controlled by General (except for remote areas of General's operating territory) with a tag (described below) at the terminating point which shall list a seven digit trouble reporting number. The trouble reporting points associated with the listed trouble reporting numbers shall be manned 24 hours per day and shall have all necessary records to adequately perform the repair function.

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Repairmen dispatched by the Special Services group on RTOC circuit repair orders will be knowledgeable of the circuits and will have adequate technical and supervisory support to assure effective and efficient repair service.

- "8. General shall provide identification tags at the interfacing termination blocks of all RTOC circuits terminating in General's operating areas such that said tags will, by observation, identify at which posts said circuits are terminated. General shall provide the circuit number and trouble reporting number on each circuit tag. General does not agree to provide distant end location or color code identification of conductors used. It is agreed that the removal of said tags would be detrimental to restoration of service.
- "9. General, having a contract with each of its subscribers, has the obligation to and shall communicate with its subscribers regarding any terms and conditions of said contract, including the parties' mutual interest, rights, obligations and privileges. Such contact is exclusively with the customer unless there is a request and authorization by the customer to the contrary. Upon such a request and authorization, General will communicate with the customer's designated agent including any communications necessary regarding any billable visits pursuant to Tariffs Schedule Cal. P.U.C. No. Rule 41, C., 1., and No. V-1, Visit Charge. General will make every reasonable effort to assure that its employees are correctly applying the visit charge as provided by tariff.

"B. Simultaneously with the execution of this stipulation complainants shall do everything necessary to cause the complaint to be withdrawn or dismissed as to defendant, General."



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Exhibit 2

"S T I P U L A T I O N

"In full satisfaction of the enumerated allegations in the amended complaint of March 19, 1973, defendant The Pacific Telephone and Telegraph Company (Pacific) and complainants reach the following accord:

"ALLEGATION 3: DEFENDANT'S TARIFF FOR SERVICE CALL.

"It is agreed that complainant's counsel will provide for Pacific's approval, a form of agency letter which will, upon completion by the customer, authorize Pacific to deal with customer's agent. Such an agency agreement will be honored by Pacific.

"ALLEGATION 4D.: IDENTIFICATION OF CIRCUITS.

"Pacific will provide a means of positively identifying a given circuit at the interface termination.

"ALLEGATIONS 4.G, H, I: TESTING AND REPAIR.

"At the time a circuit is in a ready condition for service, Pacific will perform the following tests on all new RTOC's:

"(a) DC Measurements - Each segment (local loops and interoffice loops) will be tested for loop resistance and to see that the loop is otherwise free of shorts, grounds or crosses.

"(b) Net Loss, Frequency Response and Noise Measurements will be performed end-to-end (after all central office testing equipment has been removed).

"In addition, at the time of repair, Pacific will perform the above tests which are appropriate under the circumstances.

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"ALLEGATION 4.E: COMPLETION NOTIFICATION:

"Pacific agrees that each new order will be assigned control offices which will have responsibility for coordinating the installation and testing of the circuit.

"When the circuit is installed and tested end-to-end, the control office will notify the customer or his representative, if an agency letter has been delivered to Pacific, by telephone that the circuit is completed. The customer will be required to inform the sales office, at the time the service is ordered, of the name and telephone number of the person who is to be notified of the completion.

"ALLEGATION 4.C: PERSONNEL QUALIFICATIONS:

"Repairmen dispatched by the Special Services group on RTOC circuit repair orders will be knowledgeable of the circuits and will have adequate technical and supervisory support to assure effective and efficient repair service. (See Allegation 5, infra.)

"ALLEGATION 6: EMPLOYEE COMMENTS:

"Pacific will promulgate a letter to field forces regarding the appropriateness of comment to customers. A copy of this letter shall be provided to complainants.

"ALLEGATION 4.C: APPOINTMENTS AND ACCESS:

"Pacific agrees that the sales office which receives the order for service will negotiate a definite due date and access arrangements. Any change in that due date will be negotiated by that office. The Company will call the person designated by the customer or his agent before going out to install the service, to confirm an A.M. or P.M. access arrangement.

\* \* \*

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"ALLEGATIONS 4.A, B. C.: MISCELLANEOUS AND ALL OTHER SERVICE  
ALLEGATIONS:

"In light of the foregoing agreements and Schedule Cal. P.U.C. No. 139-T, it is agreed that all other service allegations are fully and completely satisfied.

"In the intervening one-year period prior to Pacific's establishment of a special services organization and within 90 days of the date of this agreement, Pacific agrees to establish a procedure whereby the trouble reporting points identified on the circuit tags, will accept trouble calls on RTOC's. The incoming trouble calls will be logged, tested, dispatched (if necessary) and cleared. If the individual reporting such trouble indicates the name and phone number of someone to be contacted upon clearing such trouble, a report back will be made. It is understood that this procedure will continue until such time as the concept of the special services organization is implemented.

"The foregoing reflects the agreement of the parties and completely compromises all service allegations in the amended complaint."