

Comments of Darlene R. Wong, Staff Attorney, National Consumer Law Center  
on Verizon's Request to Waive Certain Results Under its Service Quality Plan\*

D.T.C. 01-31-Phase III

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MA Department of Telecommunications and Cable  
1000 Washington Street, Hearing Room 1-F  
Boston, MA 02118

Before the Department are two separate petitions by Verizon. Both ask the Department to exclude what Verizon admittedly calls “subpar” service quality results from the calculation of its score under its Service Quality Plan.

In its petition filed January 4<sup>th</sup> of this year, Verizon seeks to exclude from its performance one metric – the Repair Resolution Center Average Speed of Answer. I understand this to simply mean “average speed of answer for repair service calls”. Verizon seeks to waive results for this metric because it says a freak snow storm on two days in October last year created a spike in customer calls for repair, and as a result, response time was slower than usual.

In the second petition filed November 14<sup>th</sup> last year, Verizon seeks to exclude its subpar performance on three metrics – (1) Troubles cleared within 24 hours for business customers; (2) average speed of answer for directory assistance; and, again, (3) average speed of repair service response. In this petition, Verizon blames its poor performance in August and September 2011 on a union strike and Hurricane Irene. It asserts it experienced a reduced workforce and that created an extra workload. Verizon essentially is saying that it had no control over these events, and therefore should be excused from its service quality obligations to its customers.

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The October snow storm occurred over two days. The hurricane occurred on one day. The strike lasted two weeks. However, Verizon is seeking to exclude service quality results from a total of 36 days. This constitutes a period of over one month. Not only is this request overly broad, but it is not justified.

Hurricanes and snowstorms are natural events outside Verizon's control, yet they are known to happen. The Department should investigate whether the entire period that Verizon seeks to exclude constitutes "specific days affected by the event" of the hurricane.<sup>1</sup> Similarly, the Department should consider whether the two day snowstorm in October justifies excluding a four day period from service quality calculations. This is particularly the case because in the 12 months before the snowstorm, Verizon was only one second within the Standard threshold for acceptable average time for Repair Resolution Center response.<sup>2</sup> It would be foreseeable that an event or series of events could push Verizon out of the range of acceptable response time – it only had a one second cushion.

Averting a union strike was not outside of Verizon's control. Verizon knew that the union contract expired on August 6<sup>th</sup>. Verizon negotiated that agreement and was a party to it. The fact that the strike started on August 7<sup>th</sup>, while not inevitable, certainly was a foreseeable possibility. Verizon would have known that failure to negotiate an acceptable contract to its employees would result in reduced workforce, and that customer service was likely to suffer. In the case of a reduced workforce, it would not be unexpected to see a dip in service quality. The Department should examine whether "reasonable preparations for this difficult situation" were

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<sup>1</sup> Verizon seeks to exclude Aug. 27-Sept. 11, 2011 for its degradation in service quality that it attributes to Hurricane Irene.

<sup>2</sup> Oct./Nov. Petition at 6-7 (Verizon's 12 month average response time before Oct. 2011 was 19 seconds); Quality Plan at 6 (Standard threshold is 20 seconds; Verizon gets one point if this is achieved and 0 points if not achieved).

undertaken. Verizon's management has complete discretion over its own negotiation terms and bargaining strategy. This also means that Verizon has responsibility for the management positions and actions it takes, even if those positions and actions ultimately lead to the result of poorer performance on service quality metrics.

Verizon's Service Quality Plan does contain Paragraph E, a provision that allows the company to petition for waivers. However, the waiver is not automatic. Paragraph E clearly only allows the company to bring such requests to the Department's attention. Then, it is the Department's job to determine whether the request has merit. The Department can grant a petition for waiver only after Verizon has demonstrated "clearly and convincingly" the "specific days affected by the event," "the extraordinary nature of the circumstances involved" and "why Verizon MA's *normal, reasonable* preparations for difficult situations proved inadequate."<sup>3</sup>

The Service Quality Plan is intended to ensure that Verizon does not cut costs to the detriment of its customers. At a time when the telecommunications industry is moving away from landline service to invest in broadband and mobile platforms, the purpose of the Service Quality Plan is more relevant than ever. Despite incentives for carriers to cut costs and move their investment out of landline service, the Service Quality Plan provides a means for the Department to ensure that customers receive reliable telephone service. The Department must continue to hold carriers, including Verizon, responsible for providing reliable, quality service to customers who depend on landline service.

Thank you.

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<sup>3</sup> Service Quality Plan at 6, Para E (emphasis added).