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October 18, 2016

Sara Clark, Secretary
Department of Telecommunications and Cable
Commonwealth of Massachusetts
1000 Washington Street, Suite 820
Boston, MA 02118-6500

**Re: D.T.C. 01-31, Phase IV -- Petition of Verizon New England Inc.
to Waive Certain Results Under its Retail Service Quality
Plan for April, May and June 2016**

Dear Secretary Clark:

Enclosed for filing in the above-referenced proceeding are the Reply
Comments of Verizon New England Inc.

Thank you for your attention to this matter.

Sincerely,

Alexander W. Moore

Enclosure

cc: Lindsay DeRoche, Director
Service List (electronic copies only)

on its customers, including training thousands of management employees in Emergency Work Assignments beforehand, deploying that workforce immediately in response to the Work Stoppage and augmenting it with additional resources as the Work Stoppage wore on; that despite these reasonable steps, the Work Stoppage negatively affected Verizon MA's service quality by forcing the company to operate with only a fraction of its normal workforce, less experienced and efficient than the workers who were on strike; and that this caused Verizon MA to miss the Troubles Cleared – Business metric during the period April 13 through June 6, 2016, and the CSB Speed of Answer metric and the Business Service Level metric from April 13 through May 31, 2016. *See* Petition, at 5-10. On this strong record, the Department should not hesitate to grant the Petition.

Finally, the AGO disagrees with the notion that the statement in Verizon MA's wholesale service quality plan (the Performance Assurance Plan, or PAP) that a work stoppage is an event beyond the company's control is relevant here, arguing from rules of statutory interpretation that "different events could reasonably qualify for waiver consideration under each plan." AGO Comments at 3. That may or may not be true as a matter of theory (after all, the Plan and the PAP are not statutes), but any agency would be hard-pressed to find in a PAP proceeding that the Work Stoppage was beyond Verizon MA's control but then turn around and find in a proceeding under the retail Plan that the *very same event* was nevertheless *within* the company's control. Viewing the Unions' decision to strike from a retail service quality perspective does not change the fact that that decision was beyond Verizon MA's control.¹

¹ The Department recently granted Verizon MA's petition to waive bill credits under the PAP on account of the Work Stoppage. *See* D.T.C. 03-50, *Order On Waiver Petitions* (September 28, 2016). Given that the standard for a waiver under the PAP is virtually identical to the standard under the Plan (the PAP requires one additional showing, regarding parity measures, *compare* Plan, ¶ E and PAP at 40, Appendix C), there is no room for a different result in this proceeding.

In any event, the PAP is only one basis for finding that the Work Stoppage was an extraordinary event beyond Verizon MA's control. More important is that Verizon MA's Unions have sole decision-making authority to call a strike, that they elected to do so rather than continue to negotiate with the company or accept the federal government's offer to mediate in April of 2016, and that they elected to maintain the Work Stoppage for more than seven weeks through the remainder of April and all of May.

The Department should grant the Petition.

Respectfully submitted,

VERIZON NEW ENGLAND INC., d/b/a
VERIZON MASSACHUSETTS

By its attorney



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