## SD-4.9 Maintenance of Service, Additional Engineering and Additional Labor

For the purpose of Section 4.9 and 4.10, the terms Hourly Rates, Basic Time, Overtime,(N)Premium Time, AT&T Holidays, and Callout are defined as follows:(N)

- Hourly Rates Hourly rates are based upon the time of day, day of the week, and whether the (M,T) work is performed on an AT&T Holiday. Hourly rates will apply as defined below for: Basic Time, Overtime, and Premium Time. Charges apply for each half hour or fraction thereof unless otherwise specified herein.
- Basic Time 8:00 a.m. 5:00 p.m., Monday through Friday (except AT&T Holidays). To the extent work continues past 5:00 p.m., time will be billed as Overtime.
- Overtime Outside Basic Time and on Saturdays (except AT&T Holidays).

Premium Time – Sundays and/or AT&T Holidays.

## AT&T Holidays -

AT&T HOLIDAYS	IL, IN, MI, OH, WI	CA, NV	AR, KS, MO, OK, TX	AL, FL, GA, KY, LA, MS, NC, SC, TN
New Year's Day	Х	Х	Х	Х
President's Day		Х		
Memorial Day	Х	Х	Х	Х
Independence Day	Х	Х	Х	Х
Labor Day	Х	Х	Х	Х
Thanksgiving Day	Х	Х	Х	Х
Day after Thanksgiving	Х	Х	Х	
Christmas Eve	Х			
Christmas Day	Х	Х	Х	Х

Callout - A Callout is when an AT&T employee is called in to work at a time not (M,T) consecutive with the employee's scheduled work period. Any dispatch that results in a Callout will be subject to a minimum charge on an Overtime and/or Premium Time basis of four (4) hours, except in Alabama and Florida, which (N) will be subject to a minimum charge of three hours. However, at no time will (M,T) the Customer be charged if trouble is found to be on AT&T's side of the demarcation point.

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Material previously appearing on this page 22.1 was moved to page 23. Material appearing on this page 22.1 previously appeared on page 24.

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### SECTION 2 - Service Description

## SD-4.9.1 Maintenance of Service

If a Customer reports a trouble to AT&T, and AT&T does not find trouble with the service it provides, a Maintenance of Service charge applies. The charge will be identified as Maintenance of Service or Non-Productive Dispatch (using USOCs MVV, MVV++, or NPD) on the Customer's bill.

A Maintenance of Service charge also applies if: (i) AT&T is able to clear any trouble with AT&T's service without a dispatch, but the Customer has requested a dispatch, such as for repair verification or cooperative testing; or (ii) the Customer issues a trouble report for which AT&T needs access to the Customer's premises, and AT&T personnel are not given access to the premises.

The Maintenance of Service charge applies for each AT&T worker dispatched, for the time from dispatch to the time when the service call is completed, including travel time. Charges will be calculated per half hour, rounded up to the next half hour, and billed as a First Half Hour and Each Additional Half Hour or Fraction Thereof.

Examples: 45 minutes will be billed as one First Half Hour and one Additional Half Hour or Additional Fraction Thereof. Two hours and 15 minutes will be billed as one First Half Hour and four Additional Half Hours or Additional Fractions Thereof.

Any dispatch that results in a Callout (as defined on page 22.1) will be subject to a minimum charge on an Overtime and/or Premium Time basis of four (4) hours except in Alabama and Florida, which will be subject to a minimum charge of three (3) hours. However, at no time will the Customer be charged if trouble is found to be on AT&T's side of the demarcation point.

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## SD-4.9.2 Additional Engineering

Additional Engineering is not an ordering option but will be applied to an order when AT&T determines additional engineering is necessary to accommodate a Customer request. When additional engineering is required, the Customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges.

If the Customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of AT&T facilities is required, the Customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than 10 percent.

Additional Engineering will be provided by AT&T at the request of the Customer only when:

- A Customer requests additional technical information after AT&T has already provided the technical information normally included on the Design Layout Report (DLR).
- Additional engineering time is incurred by AT&T to engineer a Customer's request for a customized service.

AT&T will notify the Customer that Additional Engineering charges will apply before any additional engineering is undertaken.

Material on this page 23 previously appeared on page 22.1.

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SECTION 2 - Service Description

## SD-4.9.3 Additional Labor

Additional Labor is that labor requested by the Customer on a given service and agreed to by AT&T as set forth in the following.

AT&T will notify the Customer that Additional Labor charges, as set forth in the pricing section of this Service Guide, will apply before any additional labor is undertaken

Types of Additional Labor are:

- Installation, moves network reconfigurations, and/or other service activities that the Customer requests AT&T to perform outside of Basic Time. (USOC ALH, ALH++)
- Standby includes all time in excess of one-quarter (1/4) hour during which AT&T personnel standby at the Customer's request. (USOC ALT)
- Additional Labor testing and other service providers: Additional testing, maintenance or repair of facilities which connect to facilities of other service providers which is in addition to the normal effort required to test, maintain, or repair facilities provided solely by AT&T. (USOC ALK, ALK++)
- Other Labor is that Additional Labor not included in the preceding items including, but not limited to, labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Service Guide. (USOC ALK, ALK++)

Additional Labor charges apply for each half hour or fraction thereof unless otherwise specified (M) herein. (M)

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Materially previously appearing on this page 24 now appears on page 22.1.

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SECTION 2 - Service Description

# SD-4.10 Testing

Additional Cooperative Acceptance Testing and Nonscheduled Testing are testing services available to Customers.

- Additional Cooperative Acceptance Testing (ACAT) (USOC SNT, SNT++) When a Customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, AT&T will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing. At the Customer's request, AT&T will provide a technician at the Customer's premises or at the end user premises.
- Nonscheduled Testing (NST) (USOC SNO, SNO++) (T)
  When a Customer provides a technician at its premises with suitable test equipment to perform the required tests, AT&T will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the Customer's request, AT&T will provide a technician at the Customer's premises.

When the Customer subscribes to testing services, the Customer shall make the facilities to be tested available to AT&T at times mutually agreed upon.

### **SD-4.11 Special Construction**

### SD-4.11.1 General

This section contains the conditions and charges applicable for special construction of facilities.

When special construction of facilities is required, the conditions following apply in addition to all conditions, rates and charges set forth in this Service Guide.

## SD-4.11.2 Conditions

### SD-4.11.2.1 Ownership of Facilities

AT&T retains ownership of all specially constructed facilities provided under this Service Guide.

## SD-4.11.2.2 Interval to Provide Facilities

Based on available information and the type of service ordered, AT&T will establish a completion date for the specially constructed facilities. If the scheduled completion date cannot be met due to circumstances beyond the control of AT&T, a new completion date will be established and the Customer will be notified.