
Office of Utilities Regulation

RECONSIDERATION OF THE OFFICE'S DECISION: DETERMINATION NOTICE (TEL2011002_DET001) "ASSESSMENT OF RIO 6"

BEFORE THE OFFICE OF UTILITIES REGULATION
OF JAMAICA

3rd Floor, P.C.J. Resource Centre, 36 Trafalgar Road, Kingston 10, Jamaica
West Indies

FINAL DECISION

Adoption Date: May 16, 2013



OFFICE OF UTILITIES REGULATION

May 16, 2013

DOCUMENT TITLE AND APPROVAL PAGE

DOCUMENT NUMBER: 2011/TEL/002/DET001/RCN.001

DOCUMENT TITLE: RECONSIDERATION OF THE OFFICE'S DECISION:
DETERMINATION NOTICE "ASSESSMENT OF RIO 6"

1. PURPOSE OF DOCUMENT

This document contains the Office's decision on Cable and Wireless Jamaica Limited's application for reconsideration of the Office's Determination Notice on the Assessment of RIO 6.

ANTECEDENT DOCUMENTS

Document Number	Description	Date
TEL 2009/03: Rep/01	Invitation for comments on Draft RIO 6	June 5, 2009
TEL2011002_CON001	Preliminary Determination for Assessment of RIO 6.	November 1, 2011
TEL2011002_CON002	Second Consultation Document for Assessment of RIO 6.	September 7, 2012
TEL2011002_DET001	Determination Notice for Assessment of RIO 6.	December 24, 2012

APPROVAL

This document is approved by the Office of Utilities Regulation and the Decision becomes effective **May 16, 2013**.

On behalf of the Office:



.....
Maurice Charvis
Director General

May 16, 2013

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STATEMENT BY THE OFFICE

This matter comes before the Office of Utilities Regulation (“Office”) for its consideration of an application for reconsideration of the Determination Notice Document No: TEL2011002_DET001, titled “*Assessment of RIO 6*” issued on December 24, 2012 (the “Determination Notice”). Subsequent to the issuance of its decision, the Office received an application from Cable and Wireless Jamaica Limited (t/a LIME) dated January 7, 2013 requesting reconsideration of certain aspects of the decision.

In particular, LIME has requested that the Office reconsiders the following:

EFFECTIVE DATE

LIME contended that issuing a decision of this magnitude on December 24, 2012 and making it effective on the same date is unreasonable. LIME’s position is that an immediate implementation of the decision would be harmful to the operations of the company given the complexity and scope of the required changes. LIME further claimed that the decision is in effect retroactive as it was not possible to implement it on the date of issue as it was Christmas Eve.

LIME requested that the Office reconsiders the effective date of the Determination Notice of December 24, 2013 and proposed that the first day of the billing cycle, that is, the first day of a calendar month be used instead.

DETERMINATION 15

Determination 15 states:

“Unless there are technical reasons on the part of the interconnecting operator that prevents it from obtaining direct interconnection with LIME’s mobile switch, there should be no transit or other cost of connection for the interconnecting operator other than the tariffs listed in the Tariff Schedule.”

LIME is of the opinion that Determination 15 puts the issue of direct interconnection to LIME mobile within the control of the interconnecting party without reference to LIME’s requirements. LIME purported that this fails to take into consideration the complexities involved in establishing the technical requirements for direct interconnection.

LIME declared that while it is ready and willing to offer direct interconnection to its mobile switch, the requirements for such interconnection are similar to those of a new interconnection. LIME indicated that its concern with the wording of Determination 15 is that it puts at risk the company’s legitimate recovery of cost incurred in providing transit services. LIME asserted that if an interconnected party alleged that there are no technical reasons preventing

it from connecting directly to LIME's mobile switch then this would obviate the application of the transit charges.

DETERMINATION 39

Determination 39 states:

“The tariffs for Termination, Special Access, and Transit Services contained in the draft RIO 6 are not approved. The approved RIO 6 tariff for PSTN Termination, Retention rate, Incoming International Call Termination, Transit, National Directory Enquiry, 119 and 110 Emergency Services are as indicated in Table 4. The tariff for Weather Warning, 1-888-Call CWJ Access, National Freephone, International Freephone, and Home Country Direct Collect Service shall remain unchanged at the level previously approved in the RIO 5A Tariff schedule.”

A) The absence of an Interconnect Specific Charge

LIME asserted that the Interconnect Specific Charge (ISC) which is used to maintain a separate carrier services division has in the past been approved by the Office and included in all of LIME's previous Reference Interconnection Offers (RIO). LIME claimed that in applying Determination 39, the Office abandoned the ISC without justification. LIME contended that this exclusion is a material error of fact requiring revision.

B) Use of RIO 5A Rates instead of RIO 5A1 Rates in the absence of acceptable benchmarks

LIME averred that RIO 5A1 was submitted to the Office in accordance with the methodology prescribed by the Office for the implementation of exchange rate variations. LIME claimed that the validity of the RIO 5A1 rates is undermined by the Office's use of RIO 5A rates where there are no benchmark rates. This LIME argued is unjustified as there is no contention about the depreciation of the Jamaican dollar or the provision in the RIO permitting adjustments as a result of such depreciation.

RESPONSES TO APPLICATION FOR RECONSIDERATION:

The Office circulated the application for reconsideration to stakeholders on January 21, 2013 for response from interested parties by February 19, 2013. Responses were received from:

- Columbus Communications Jamaica Limited (t/a Flow);
- Digicel Jamaica Limited; and
- Cable and Wireless Jamaica Limited (t/a LIME).

The Office then circulated the responses to the application for reconsideration to stakeholders on February 21, 2013 for comments from interested parties. Comments were received from:

- Digicel Jamaica Limited

The responses to the application for reconsideration are as follows:

EFFECTIVE DATE

Flow acknowledged that implementing rate changes during the billing cycle can result in billing issues. However, Flow indicated that it is willing to work with LIME to resolve any resultant billing disputes. Flow therefore recommended that the effective date remains as at December 24, 2012.

Digicel agreed with LIME that the immediate implementation of the Determination Notice is unreasonable and that such changes ought to come in effect on the first day of the billing cycle.

LIME reiterated the position articulated in its application for reconsideration that the implementation date of the Determination Notice is punitive in its effect and compliance with the stated date was impossible.

DETERMINATION 15

Flow expressed the view that LIME has consistently implemented a transit charge to connect to LIME'S mobile switch without enabling direct interconnection. Flow contended that there has never been any plausible explanation for levying a transit charge to connect to the mobile switch. Flow therefore indicated its agreement with Determination 15 as expressed by the Office.

Digicel agreed with Determination 15 in principle however, it suggested that the particular determination be clarified to avoid uncertainty. The following rewording was proposed:

“Unless there are technical reasons on the part of the interconnecting operator that prevents it from obtaining direct

interconnection with LIME's mobile switch, there should be no transit or other cost of connection for the interconnecting operator other than the tariffs listed in the Tariff Schedule for mobile termination. If applicable, the transit charge for any call transiting LIME's fixed network should be the same independently where the call has originated."

Digicel alleged that LIME's claim that it is willing and able to provide direct interconnection to its mobile switch is disingenuous as previous offers for such interconnection have been structured to result in equal or higher costs for the interconnection seeker relative to the transit charge.

Digicel also noted that LIME has different transit charges depending on whether the call being transited originated in Jamaica or overseas. Digicel recommended that Determination 15 be clarified so that the transit rate is the same regardless of the origin of the call.

LIME reiterated its position made in the application for reconsideration that Determination 15 does not take account the complexities involved in establishing the technical requirement for direct interconnection. LIME stated that the points of interconnection and forecast traffic requirements must be agreed by the parties for the service to be dimensioned. LIME contended that such technical readiness cannot be unilaterally determined. It was further noted that technical readiness is only one component for direct interconnection, terms and conditions including commercial consideration and prices also need to be agreed before direct interconnection takes place. LIME opined that the determination as worded is flawed as it ignores the need for agreement on all relevant matters prior to interconnection and could prejudice LIME by eliminating transit charges before these requirements are agreed.

LIME indicated that the current consultation on the mobile RIO for the industry is expected to determine all terms and conditions for direct interconnection while Determination 15 only requires bilateral negotiations of these terms prior to the implementation of the mobile RIO. LIME asserted that Determination 15 penalises LIME for failure to arrive at bilateral agreement on these terms and conditions by depriving LIME of the legitimate recovery of costs associated with providing transit services. LIME proposed an alternative wording for determination 15 as follows:

"In the event that LIME refuses to permit direct interconnection to its mobile switch after the parties have agreed the relevant technical requirements and appropriate commercial terms, there should be no transit or other cost of connection for the interconnecting operator other than the tariffs listed in the Tariff Schedule."

DETERMINATION 39

A) The absence of an Interconnect Specific Charge

Flow indicated that it generally agrees with Determination 39, particularly in relation to the non-approval of the draft RIO 6 rates. Flow stated that its interpretation of Determination 39 is that the Interconnect Specific Charge is being retained by the Office. Flow declared that LIME's argument for the retention of the interconnect specific charge is without merit as carriers should not take on the cost that LIME might incur for its separate Carrier Services Division. Flow contended that termination rates are already cost-based and therefore covers the entire cost of providing interconnection. Flow noted that it has consistently questioned the basis for this charge and urged that it be removed.

Like LIME, Digicel seemed to be of the opinion that the Interconnect Specific Charge has been removed, a decision with which Digicel agreed. Digicel indicated that this charge was initially included in all its interconnect agreements with LIME across the region but removed when these agreements were renegotiated. Digicel also claimed that where these rates were subsequently set by regulators, the exclusion of the Interconnect Specific Charge was confirmed in the determinations.

B) Use of RIO 5A Rates instead of RIO 5A1 Rates in the absence of acceptable benchmarks

Flow disagreed with LIME's proposal that RIO 5A1 rates should be used in the absence of benchmarks, contending that the Office has sought to determine the rates based on the cost of providing the service.

Although Digicel was of the opinion that rates approved in RIO 6 by the Office are excessive, Digicel agreed with the Office's decision not to approve rates that exceeded those previously determined in RIO 5A.

LIME's position is that the use of RIO 5A rates instead of RIO 5A1 rates is a material error of law and fact. In support of its argument, LIME laid out a chronology of events pertaining to the matter.

*"1. November 19, 2004, the OUR issued a Determination on **Assessment of Reference Interconnect Offer (RIO-5) and Tariff Schedule 5A** hereinafter referred to as the "RIO5A Determination". Determination 4.2 provided *inter alia* that charges may be varied:*

10.4 By C&WJ or the Teleco in the event that the Jamaican dollar devalues or revalues against the US dollar by five percent or more in any six month period concluding during the Term of this Agreement, in order to reflect such currency devaluation or revaluation.

2. December 2004 LIME submitted an application for Reconsideration of the RIO5A Determination pursuant to Section 60(4) of the Telecommunications Act 2000 (“the Act”).

3. September 2006 the dollar having devalued, LIME varies the rates in accordance with clause 10.4 and submits amended the Tariff Schedule.

4. March 16, 2007 the OUR issued Reconsideration Notice Tel 2004/11.1. The Office pointed out that C&WJ had requested a modification of Determination 4.2 “which related to the eventuality of a devaluation or revaluation against the US dollar. **The determination as stated allows either party to unilaterally and automatically vary charges in the event of a devaluation or revaluation against the US dollar in excess of 5% in any six month period.**” (emphasis added)

In other words the Office recognized that the determination allowed LIME to unilaterally vary charges in the event of a devaluation of the US dollar.

The Office thereafter issued the following determination 4.2

Determination 4.2

In the event that the Jamaica dollar devalues or revalues against the US dollar by five percent or more in any six month period concluding during the term of this Agreement, either party reserves the right to vary the charges in order to reflect such devaluation or revaluation. Notwithstanding, any such change shall only become effective after approval by the Office.

Clause 10.4 should be modified to indicate that the provision with regard to devaluation or revaluation shall apply equally to all parties.”

5. Accordingly approval of the Office was sought by LIME with respect to subsequent applications of the devaluation clause in November 2007 and December 2008. The Office approvals are contained in Determinations notices Tel 2007/16 and Tel 2008/14.

6. Tariff Schedule RIO 5A1 was submitted to the Office by LIME in keeping with the methodology prescribed and approved by the Office for the implementation of exchange rate variations.”

GENERAL COMMENTS

Flow asserted that there should be a single termination rate irrespective of the origin of the call as the cost of terminating a call should be the same regardless of the origin of the call. In this regard, Flow affirmed its acceptance of the methodology used by the Office in RIO 5 where the tariff for incoming international call termination was determined by averaging the national rates. Flow also advocated that the process to introduce a single national rate be accelerated when the Long Run Incremental Cost (LRIC) model for fixed networks is developed. This, it argued, will simplify the rate structure and allow for greater efficiency in billing. With regard to Local, Regional, and National calls being billed on a time of day basis (Peak, Off-Peak, and Weekend), Flow suggested that this is an archaic concept with no place in modern telecoms organisations and should be removed.

Flow indicated that while the Office mandated in 2001 that LIME should facilitate interconnection at local switches within a period of six months, its most recent attempt to complete a similar process took close to one year. Flow therefore recommended that sanctions be considered to ensure compliance given the negative impacts such delays may have on the competitive environment.

Digicel in its comments on responses to the application for reconsideration indicated that it shares Flow's view that there should be a single national rate. Digicel submitted that the capital expenditure of interconnecting at all of LIME's local switches would outweigh the savings made on operating expenditure. Digicel suggested that this creates an imbalance as LIME is the only operator connected at all of the local switches and therefore the only operator getting the benefit of the lowest interconnection rate which allows LIME to price its services in a way that its competitors cannot. This inequitable situation, Digicel points out, is the reason pricing has moved towards a single rate across the globe.

DECISIONS ON RECONSIDERATION REQUEST

In light of the request for reconsideration and comments received thereon, the Office has given further consideration to its Determination Notice for Assessment of RIO 6 and now issues the following response.

EFFECTIVE DATE

1. LIME suggested that an immediate application of the Determination Notice was not practical and instead recommended that the first day of the billing cycle be used instead.
2. The Office agrees with LIME's view that an immediate implementation of a decision of this magnitude would not be practical. It was not the Office's intention that the determinations made in relation to the terms and conditions of the RIO would become immediately applicable on the effective date of the Determination Notice however, the Office understands why this interpretation may have been made. The purpose of setting an immediate effective date was specifically in relation to Determination 38 which states:

"Determination 38

LIME shall provide the Office with a copy the finalised RIO 6 inclusive of all the determinations made in this document no later than 30 days after the effective date of this Determination Notice."

3. For clarity, the determinations made in the "Assessment of RIO 6" Determination Notice which specifically relate to the terms and condition in the RIO, will only become effective when the new RIO is issued. This means that Determination 2 will need to be restated. The Office accepts that implementing billing changes on the first day of a billing cycle is desirable and will seek to facilitate this where feasible.

"Determination 2

All determinations in this document, both tariff and non-tariff, shall be applicable as the default RIO terms to all carriers seeking to establish interconnection with LIME's fixed network from the effective date of this Determination Notice."

RECONSIDERATION DECISION 1

Having regard to all of the above, the Office clarifies that the determinations made in the "Assessment of RIO 6" Determination Notice which directly relate to the terms and conditions of the RIO

will only become effective when the RIO 6 document is approved by the Office. In keeping with Determination 38, the finalised RIO 6 should be provided to the Office for approval no later than 30 days after the effective date of this Reconsideration. The RIO 6 will become effective once it is approved by the Office. Determination 2 is restated as follows:

Determination 2

All determinations in this document, both tariff and non-tariff, shall be applicable as the default RIO terms to all carriers seeking to establish interconnection with LIME's fixed network when RIO 6 becomes effective.

DETERMINATION 15

4. LIME contended that Determination 15 puts the issue of direct interconnection to LIME's mobile network in the control of the interconnecting party without reference to LIME's requirements. LIME purported that this fails to take into consideration the complexities involved in establishing the technical requirements for direct interconnection. LIME asserted that its concern with the wording of Determination 15 is that it puts at risk the company's legitimate recovery of cost incurred in providing transit services.
5. The Office disagrees with LIME's position that Determination 15 fails to take into account the complexities needed to establish the technical requirements for direct mobile interconnection. The Office is cognisant that there are many technical parameters which must be agreed between the parties to enable the interconnection of the respective networks. The Office is also fully aware that technical readiness cannot be unilaterally determined. There is nothing in the wording of Determination 15 which runs counter to these facts.
6. The Office expects that if LIME is of the opinion that an interconnection seeker's system does not accord with the technical requirements to enable direct connection to LIME's mobile switch, then LIME would indicate this to the interconnection seeker and allow that party an opportunity to rectify the issues. The interconnection seeker will either agree and make the necessary corrections or disagree and indicate to LIME the reasons for its position. If the matter cannot be resolved between the two parties then there is a dispute and the matter can be referred to the Office for a resolution.
7. The Office agrees with LIME that technical readiness is not the only determinant for an agreement to interconnect as commercial considerations are also critical. There may be instances where there is

merit to LIME's claim that Determination 15 could be prejudicial to LIME. For example, the prohibition on charging transit fees may deprive LIME of its legitimate recovery of costs associated with providing transit service. This is in a context where the parties fail to reach agreement on commercial terms, interconnection takes place and on resolution of the dispute, a decision is made in favour of LIME's position on the commercial terms and it is also determined that LIME suffered a financial loss as a result. On the other hand, the approval of a system whereby the interconnection seeker is forced to pay a transit charge because of failure of the Parties to arrive at an agreement on commercial terms for direct interconnection could also result in prejudice to the interconnection seeker. This may occur, for example, where the dispute on commercial terms is resolved in favour of the interconnection seeker's position. The interconnection seeker would have suffered a financial loss in that it was forced to interconnect indirectly and so pay a transit charge which was unjustified. Therefore, the Office's decision on this issue has to balance the interests of both LIME and the interconnection seeker.

8. The Office's position is that failure to reach agreement on commercial issues for direct interconnection does not necessitate transit of the fixed network. Transit is only necessary if there are technical issues which cause the two networks to be incompatible preventing direct interconnection. The parties could agree to transit the fixed network and connect indirectly for commercial reasons. However, this is a choice and not a necessity. If the parties cannot agree on commercial issues, that is a matter to be resolved and does not legitimise the imposition of a transit charge. Pending the promulgation of a mobile RIO which will address commercial terms for interconnection to the mobile switch, disputes relating to direct connection to LIME's mobile switch can be referred to the Office for resolution as provided under section 31 (c) and 34 of the Telecommunications Act. It is also worth noting that based on discussions that have taken place so far, the transiting of the fixed network was intentionally omitted from the draft mobile RIO currently under review as only direct interconnection to the mobile switch is contemplated.
9. Notably, there may be disputes over commercial issues which would not necessarily result in LIME suffering a financial loss if it allowed direct interconnection and the dispute is subsequently resolved in its favour. However, in all cases, there is potential for the interconnection seeker to suffer a financial loss if it is forced to transit the fixed network in instances where there is a dispute over commercial terms relating to direct interconnection. The Office therefore takes the position that there is less risk of financial loss from allowing direct interconnection to LIME's mobile switch in cases where the only impediment to such connection is failure to agree on commercial terms as against sanctioning the payment of a transit charge in such instances.

10. Pending approval by the Office of a mobile RIO, unless there are technical reasons on the part of the interconnecting operator that prevents it from obtaining direct interconnection with LIME's mobile switch, where the interconnecting operator is an existing licenced domestic carrier with customers on its network, there should be no transit charge or other costs of connection for the interconnecting operator except those listed in the Tariff Schedule.
11. Where the interconnecting operator is not a licenced domestic carrier, LIME is not obligated to offer direct interconnection to its mobile switch if there are commercial terms to be finalised, regardless of whether or not there is agreement on technical terms. This reduces the risk associated with doing business with companies without sufficient fixed assets in the jurisdiction who can then quickly exit the market.
12. Any disputes related to commercial terms for interconnection may be referred to the Office for a resolution pursuant to the Telecommunications Act. Once the mobile RIO is approved, the process for dealing with disputes related to commercial issues is likely to be outlined in that document.

RECONSIDERATION DECISION 2

The Office has reconsidered Determination 15 and having regard to all of the above, amends it as follows:

Determination 15

Pending the approval and issuance of a mobile RIO, in instances where the interconnecting operator is a licenced domestic carrier with customers on its network, once there are no technical reasons on the part of the interconnecting operator preventing it from obtaining direct interconnection with LIME's mobile switch, there shall be no transit or other costs of connection for the interconnecting operator other than the tariffs listed in the Tariff Schedule. Where the interconnecting operator is not a licenced domestic carrier, LIME is not obligated to offer direct interconnection to its mobile switch pending the agreement of commercial terms with the interconnecting operator, regardless of whether or not there is agreement on technical terms. In any event, disputes regarding commercial issues relating to interconnection to LIME's mobile switch should be referred to the Office for resolution.

DETERMINATION 39

A) The absence of an Interconnect Specific Charge

13. LIME contended that in applying Determination 39, the Office abandoned the Interconnect Specific Charge without justification. LIME views this exclusion as a material error of fact requiring revision.

14. LIME has misinterpreted Determination 39 in regard to this matter as the Office has not sought to change the structure of the RIO 5A Tariff Schedule, which was used in the “*Assessment of RIO 6*” Determination Notice. In fact, paragraph 5.38 of the Determination Notice stated the following

“... LIME may choose to disaggregate the per minute rate determined by the Office into a call duration and call setup charge in line with the charging framework which existed previously and submit to the Office in its new Tariff Schedule. However, if such disaggregation is done, the result should hold that the average cost of a three minute call is equivalent to the rate determined by the Office...”

15. While the Interconnect Specific Charge was not specifically mentioned in paragraph 5.38 of the Determination Notice, the general principle would still apply. That is, LIME may choose to disaggregate the benchmark per minute rate in line with the categories which existed in its previously approved RIO. However, if such disaggregation is done, the average cost of a three minute call should be equivalent to the rate determined by the Office in the Determination Notice. It should be noted that the Office is not mandating that LIME disaggregate the tariffs. LIME may therefore choose to use the single per minute benchmark rate as specified by the Office.

B) Use of RIO 5A Rates instead of RIO 5A1 Rates in the absence of acceptable benchmarks

16. LIME submitted a chronology of events which suggested that at the time when the RIO 5A1 Tariff Schedule was issued by the company, there was no requirement for rate variations to be approved by the Office.

17. The Office agrees with the chronology of events outlined by LIME. That is, the Office did issue a Determination Notice titled “*Assessment of Reference Interconnection Offer (RIO-5) and Tariff Schedule 5A*” on November 19, 2004. LIME subsequently applied for a reconsideration of the decision on December 3, 2004. The Office also confirms that on September 13, 2006, the Office received a letter from Cable and Wireless Jamaica Limited (C&WJ) indicating that as a result of the

devaluation of the Jamaican dollar, C&WJ advised interconnected operators that effective October 18, 2006, a revised Tariff Schedule would come into effect. The Office also accepts that in its “*Decision on Application for Reconsideration of Assessment of RIO-5 and Tariff Schedule RIO/5A*” the Office made the following statement:

“C&WJ has requested a modification of Determination 4.2 which relates to the eventuality of a devaluation or revaluation against the US dollar. The determination as stated allows either party to unilaterally and automatically vary charges in the event of a devaluation or revaluation against the US dollar in excess of 5% in any six month period. It appears to the Office that the effect of the restatement as proposed by C&WJ is that both interconnecting parties would have to agree to the variation. The Office is not in principle opposed to this proposal but envisages that it may still lead to dispute if the parties cannot arrive at an agreement.

Having regards to all of the above and to minimize the possibility of deadlocks, the Office accepts C&WJ’s request for a modification of Determination 4.2 and directs that it shall be amended to read:

Determination 4.2

In the event that the Jamaica dollar devalues or revalues against the US dollar by five per cent or more in any six month period concluding during the term of this Agreement, either party reserves the right to vary the charges in order to reflect such devaluation or revaluation. Notwithstanding, any such change shall only become effective after approval by the Office.”

18. The Office therefore accepts that at this point it cannot rightfully challenge the legitimacy of the RIO 5A1 Tariff Schedule. In this regard, the Office will use the tariffs from RIO 5A1 for Weather Warning, 1-888-Call CWJ Access, National Freephone, International Freephone, and Home Country Direct Collect Service in the RIO 6 Tariff Schedule. A copy of the Termination, Special Access, and Transit Services section of the RIO 5A1 Tariff Schedule is attached at the end of this document for ease of reference.

RECONSIDERATION DECISION 3

Having regard to all of the above, the Office modifies Determination 39 as follows:

Determination 39

The tariffs for Termination, Special Access, and Transit Services contained in the draft RIO 6 are not approved. The approved RIO 6 tariff for PSTN Termination, Retention rate, Incoming International Call Termination, Transit, National Directory Enquiry, 119 and 110 Emergency Services are as indicated in Table 4 in “Assessment of RIO 6 Determination Notice”. The tariff for Weather Warning, 1-888-Call CWJ Access, National Freephone, International Freephone, and Home Country Direct Collect Service shall remain as indicated in the RIO 5A1 Tariff Schedule.

GENERAL COMMENTS

19. The Office understands the points being made by Flow and Digicel regarding the efficiency gains that could result from having a single termination rate independent of the origin of the call. As the Office indicated in the Determination Notice, this possibility will be further investigated when the fixed network long run incremental cost model is developed. While the Office is not mandating a single time of day rate at this time, the Office however encourages the adoption of such a methodology as it will simplify billing. Notably, the draft RIO 6 Tariff Schedule submitted by LIME was primarily constructed with a single time of day rate for the various services.
20. Regarding the matter of imposing sanction on LIME where it takes longer than six months to establish interconnection at local switches, a complaint would first have to be submitted to the Office for its consideration. The Office will then treat with each complaint on its merit.

EXTRACT RIO 5A1 – TARIFF SCHEDULE

PART 2. TERMINATION SERVICES PSTN Terminating Access Service Usage Charges

The following tables show the Usage Charges payable by Service Taker to Service Supplier for **domestic** Calls conveyed pursuant to the PSTN Terminating Access Service.

Interconnect Specific Charge per 60s J\$
0.134

Local			Regional			National		
Call Setup charge J\$			Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.174	0.158	0.108	0.604	0.546	0.374	1.081	0.978	0.669

Local			Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.260	0.235	0.161	0.612	0.554	0.379	1.239	1.120	0.767

Fixed to mobile retention

The following tables show the Usage Charges which when combined with the PLMN Terminating Access service tariffs gives the retail rate for PSTN to mobile calls.

Interconnect Specific Charge per 60s J\$
0.134

Local			Regional			National		
Call Setup charge J\$			Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.174	0.158	0.108	0.569	0.514	0.353	0.723	0.654	0.447

Local			Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
1.029	0.931	0.637	1.296	1.173	0.802	2.095	1.896	1.297

In addition to the retention shown above, an additional charge will be included in the retention equal to 8% of the relevant retail rate for calls to mobile.

Incoming International Call Termination Service

The following table shows the Usage Charge payable by Service Taker to Service Supplier for Calls conveyed pursuant to the Incoming International Call Termination Service for international calls carried by a licensed international carrier terminating on the Service Supplier's (C&WJ's) fixed network.

Call duration charge per 60s J\$
1.884

The following table shows the Usage Charge which when combined with Incoming International Call Termination Service for international calls carried by a licensed 3rd Party International carrier terminating on the Service Supplier's fixed network gives the rate for the Incoming International Call Termination Service for international calls carried by a licensed international carrier terminating on a Third Party Telecom Provider (Fixed)

Call duration charge per 60s J\$
0.929

The following table shows the Usage Charge which when combined with the relevant Third Party Telecom Provider (Mobile) PLMN Terminating Access

Service rates gives the rate payable by Service Taker to Service Supplier for Calls conveyed pursuant to the Incoming International Call Termination Service for international calls carried by a licensed international 3rd party carrier terminating on a Third Party Telecom Provider (Mobile).

Call duration charge per 60s J\$
0.929

64kbps Unrestricted and Speech Termination Access Service

The tariffs for all ISDN calls will be the same as those for the equivalent PSTN Terminating Access Service.

PART 3. SPECIAL ACCESS SERVICES

119 Emergency Services

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to the 119 Emergency Services Service Description

Interconnect Specific Charge per 60s J\$
0.134

Regional		
Call Setup charge J\$		
Peak	Off-peak	W-end
0.724	0.655	0.448

Regional		
Call duration charge per 60s J\$		
Peak	Off-peak	W-end
0.472	0.427	0.292

110 Emergency Services Access Service

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to the 110 Emergency Services Service Description:

Interconnect Specific Charge per 60s J\$
0.134

Regional		
Call Setup charge J\$		
Peak	Off-peak	W-end
0.724	0.655	0.448

Regional		
Call duration charge per 60s J\$		
Peak	Off-peak	W-end
0.495	0.447	0.307

Fault Reporting Access Service

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to the Fault Reporting Access Service Description

Interconnect Specific Charge per 60s J\$
0

Regional			National		
Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
0	0	0	0	0	0

Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
0	0	0	0	0	0

Speaking Clock Service

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to the Speaking Clock Service Description

Interconnect Specific Charge per 60s J\$
0.134

Regional			National		
Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.347	0.314	0.215	0.521	0.472	0.323

Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.673	0.609	0.416	1.524	1.379	0.944

Weather Warning Service

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to Weather Warning Service Description

Interconnect Specific Charge per 60s J\$
0.134

Regional		
Call Setup charge J\$		
Peak	Off-peak	W-end
0.347	0.314	0.215

Regional		
Call duration charge per 60s J\$		
Peak	Off-peak	W-end
0.673	0.609	0.416

National DQ Service

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to the National DQ Service Description

Interconnect Specific Charge per call J\$
0.304

Regional			National		
Charge per call			Charge per call		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
55.041	49.799	34.073	55.834	50.516	34.563

International DQ Service

The following tables show the Usage Charges payable by Service Taker to Service Supplier pursuant to the International DQ Service Description:

Interconnect Specific Charge per call J\$
0.304

Regional			National		
Charge per call			Charge per call		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
167.56	151.62	103.73	168.17	152.15	104.10

1-888-Call CWJ Access Service

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the 1-888 Call CWJ Access Service Description:

Interconnect Specific Charge per 60s J\$
0

Regional			National		
Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.347	0.314	0.215	0.347	0.314	0.215

Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.415	0.376	0.258	0.931	0.842	0.576

National Freephone Access Service

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the National Freephone Access Service Description for calls originating from a mobile network

Interconnect Specific Charge per 60s J\$
0

Local			Regional			National		
Call Setup charge J\$			Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0	0	0	0.347	0.314	0.215	0.347	0.314	0.215

Local			Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0	0	0	0.415	0.376	0.258	0.931	0.842	0.576

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the National Freephone Access Service Description for calls originating from a fixed network

Interconnect Specific Charge per 60s J\$
0

Local			Regional			National		
Call Setup charge J\$			Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0	0	0	0.347	0.314	0.215	0.347	0.314	0.215

Local			Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0	0	0	0.415	0.376	0.258	0.931	0.842	0.576

International Freephone Access Service

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the International Freephone Service Description originating from a mobile network

Interconnect Specific Charge per 60s J\$
0

Regional		
Call Setup charge J\$		
Peak	Off-peak	W-end
0.422	0.381	0.261

Regional		
Call duration charge per 60s J\$		
Peak	Off-peak	W-end
1.423	1.287	0.881

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the International Freephone Service Description originating from a fixed network

Interconnect Specific Charge per 60s J\$
0

Regional		
Call Setup charge J\$		
Peak	Off-peak	W-end
0.422	0.381	0.261

Call duration charge per 60s J\$		
Peak	Off-peak	W-end
1.423	1.287	0.881

Home Country Direct Collect

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the Home Country Direct Service Description.

Call duration charge per 60s J\$		
Peak	Off-peak	W-end
1.249	1.143	0.824

National collect

The following tables show the Usage Charges payable by Service Supplier to Service Taker pursuant to the National collect Service Description

Interconnect Specific Charge per 60s J\$
0.134

Regional			Regional		
Call Setup charge J\$			Call duration charge per 60s J\$		
Peak	Peak	Off-peak	W-end	Off-peak	W-end
0.537	0.486	0.332	0.509	0.460	0.315

Special Rate Access Service

The payment made by the Service Taker to Service Supplier pursuant to Special Rate Service Description will be a revenue sharing regime, subject to retail rates and to be agreed by the Service Supplier and Service Taker.

Single Number Connection Service

The payment made by the Service Taker to Service Supplier pursuant to the Single Number Connection Service Description will be charged at the same rate as the PSTN regional termination rate.

Personal Number Connection Service

Tariff rates for this service will be supplied once the retail rates have been agreed.

PART 4. TRANSIT SERVICES (Domestic traffic)

PSTN Transit Service

The following tables show the Usage Charges payable by Service Taker to Service

Supplier pursuant to the PSTN Transit Service Description. Where necessary the relevant Third Party Telecom Provider (Mobile) termination rates will be added to these tariffs.

Interconnect Specific Charge per 60s J\$
0.134

Regional						National					
Call Setup charge J\$			Call duration charge per 60s J\$			Call Setup charge J\$			Call duration charge Per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.174	0.158	0.108	0.056	0.051	0.035	0.347	0.314	0.215	0.393	0.356	0.243

The following tables show the Usage Charges corresponding to the amount owing to the Third Party Telecom Provider (Fixed):

Local			Regional			National		
Call Setup charge J\$			Call Setup charge J\$			Call Setup charge J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.174	0.158	0.108	0.604	0.546	0.374	1.081	0.978	0.669

Local			Regional			National		
Call duration charge per 60s J\$			Call duration charge per 60s J\$			Call duration charge per 60s J\$		
Peak	Off-peak	W-end	Peak	Off-peak	W-end	Peak	Off-peak	W-end
0.260	0.235	0.161	0.612	0.554	0.379	1.239	1.120	0.767