

UNION ARBITRATION ISSUES

| Witness | Issue | Qwest Statement of Position | Testimony page(s) |
|----------------------------|--|---|--------------------------|
| Ann Marie Cederberg | Issue 1: Is a "Type 2" Interconnection Agreement Required Between Qwest and Union Cellular | Qwest believes this agreement should prescribe "Type 2" interconnection with Union Cellular. This is an industry standard interconnection arrangement between wireless carriers and wireline carriers for facilities between Union Cellular's Point of Interconnection and Qwest's tandem or end offices. This arrangement is no different than the other 18 Type 2 wireless interconnection agreements Qwest has in Utah. | 7-13 |
| Ann Marie Cederberg | Issue 2: Is it Appropriate to Broaden the Definition of Access Tandem Contained in the Type 2 Wireless Interconnection Agreement | Qwest explains why Union Cellular should interconnect using the same means and methods as other wireless carriers. Our agreement language should reflect only those aspect of Qwest's network involve in interconnection and should not make reference to Union's access switching. | 13-17 |
| Ann Marie Cederberg | Issue 3 : What is the Appropriate Location Fro Union Cellular's Point Of Interconnection (POI) | Qwest's position is that the POI for Union Cellular needs to be within Qwest's territory within the LATA. Neither the 1996 Telecommunications Act nor the FCC rules require Qwest to provide interconnection outside of its service territory. | 17-23 |
| Robert Weinstein | Issue 4: Transit Traffic | Qwest, as a transit carrier is NOT responsible for (1) transit traffic delivered without identifying information, (2) blocking transit traffic of a carrier who has not paid terminating charges to Union Cellular, at Union Cellular's request (3) notification to Union Cellular in writing of each carrier to which Qwest is providing transiting, prior to delivery of traffic from that carrier to Union Cellular or (4) proving billing or usage records at no cost. | 6-16 |
| Robert Weinstein | Issue 5: Non-local Traffic | Qwest is the only party that can originate L-M (Land to Mobile) traffic. The rate for the L-M traffic that is local is determined from the formula proposed. The rate charged for InterMTA calls is Qwest's switched access tariff rate. Qwest should be compensated for | 17-23 |