

AGREEMENT

-Between-

THE CITY OF WATERBURY

AND

CSEA LOCAL 2001

SERVICE EMPLOYEES INTERNATIONAL UNION

**FOOD SERVICE WORKERS, LUNCHROOM AIDES,
AND OFFICE AIDES BARGAINING UNIT**

July 1, 2025 through June 30, 2028

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**ARTICLE I
RECOGNITION**

The City of Waterbury, hereinafter the "City," recognizes CSEA Local 2001 Service Employees International Union, hereinafter the "Union," as the sole and exclusive agent for the purpose of collective bargaining on matters of wages, hours of employment and other conditions of employment for all school lunchroom aides and school food service workers employed by the City of Waterbury who work less than twenty (20) hours per week, per case no. ME-11,739, certified by the Connecticut State Board of Labor Relations, for all part-time school library pages per the Recognition Agreement executed by the parties on October 5, 1989 and for all part-time school office aides per the Recognition Agreement executed by the parties on March 29, 1994.

**ARTICLE II
GRIEVANCE
PROCEDURE**

A. PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems that may arise affecting the welfare or working conditions of employees as expressed in this Agreement. Both parties agree that proceedings shall be kept as confidential as is appropriate.

B. DEFINITIONS

1. "Grievance" shall mean a claim of an employee that there has been a misinterpretation or misapplication of the specific terms of this Agreement.
2. "Employee" shall mean any member of the bargaining unit who has completed his/her probationary period.
3. "Party" shall mean either the City or the Union.
4. "Days" shall mean working days.

C. PROCEDURE

1. Level One

a. Disciplinary Grievance. If a grievance arises concerning a disciplinary matter, either the aggrieved employee or the Union must present the grievance in writing to the Food Service Director (if the employee is a lunch room aide or a food service worker) or to the Principal of the School to which said worker is assigned (if the employee is a library page or office aide), within seven (7) days of the occurrence giving rise to the grievance. The written response of the Food Service Director or Principal, as the case may be, shall be due within seven (7) days subsequent to the receipt of said written grievance from the employee.

b. Non Disciplinary Grievance. If a grievance arises concerning a non disciplinary matter, either the aggrieved employee or the Union must present the grievance in writing to the Director of Personnel within seven (7) days of the occurrence giving rise to the grievance. The written response of the Director of

Personnel shall be due within ten (10) days subsequent to the receipt of said written grievance from the employee.

2. Level Two

If not satisfied with the disposition of Level One disciplinary grievance, either the aggrieved employee or the Union must present the grievance in writing to the Director of Personnel within ten (10) days of the day on which the Food Service Director's or Principal's decision was due or rendered at Level One. A meeting with the Director of Personnel or his/her designee shall be scheduled to occur within ten (10) days of written presentation of the grievance to the Director of Personnel. The Director of Personnel's decision shall be due within ten (10) days after the meeting.

3. Level Three

If not satisfied with the disposition of a Level One non disciplinary grievance or a Level Two grievance, either the aggrieved employee or the Union may file for mediation at the State Board of Mediation and Arbitration. The request for mediate services must be made within fifteen (15) days after the decision of the Director of Personnel was due or rendered.

4. Level Four

a. In the event of no resolution at mediation, either party may submit the dispute to arbitration at the State Board of Mediation and Arbitration. Such submittal must be made within fifteen (15) days after the mediation meeting at Level Three. Either party may have any grievance at the State Board of Mediation and Arbitration removed, within thirty (30) days from the date filing with same, to either the American Arbitration Association or the Alternative Dispute Resolution Center; however, the party that makes such election shall pay entire cost of proceeding except attorney or like fees of other party.

b. The arbitrator may only hear and decide grievances based upon an alleged misapplication or misinterpretation of the specific terms of this Agreement. The decision of the arbitrator shall be final on all other matters. Unless the parties mutually agree otherwise, the arbitrator shall hear and decide only one grievance in each case. He/she shall be bound by and must comply with all of the terms of this Agreement. He/she shall have no power to add to, delete from, or modify in any way, any of the provision of this Agreement. Except as provided in Section 4.a. above, the cost of arbitration shall be borne equally by the parties.

D. MISCELLANEOUS

1. Employees and their representative shall not suffer any loss of pay when involved in the processing of grievances.
2. Copies of all documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.
3. Grievances shall be considered waived unless submitted within seven (7) days of the date the grievant knew or should have known of the event or action upon which the grievance is based.

4. Unless expressly limited by a specific section of this Agreement, all rights, powers and authority of the City of Waterbury, including but not limited to, full control over the policies, practices, procedures, and regulations with regard to employees of the City, shall remain vested solely and exclusively in the City.

5. No reprisals of any kind shall be taken by either party or by a member of the City of Waterbury administration or the Union or any member against any participant in the grievance procedure by reason of such participation.

6. Failure to process the grievance within the time limits established in the preceding Sections presumes that it has been satisfactorily resolved at the last step to which it has been properly processed. Failure on the part of the City's representatives to answer the grievance in the time limits established in the preceding Sections presumes that the claim made in the grievance is denied and may be processed to the next step unless both the Union and the City mutually agree to waive said timelines.

ARTICLE III WORK CATEGORIES

All part-time employees who come under the Agreement will be assigned to one of the following work categories: Food Service Worker, Lunchroom Aide, or Office Aide. Effective on July 1, 2022, the position of Lunchroom Aide shall be phased out, whereby any resignation, retirement or other separation of employment of a person holding the position of Lunchroom Aide shall not be replaced. Additional Food Service Workers may be hired to replace vacated Lunchroom Aide positions.

ARTICLE IV EMPLOYEE REVIEW OF OFFICIAL PERSONNEL FOLDERS

Employees desiring to review their official personnel file will be permitted to do so by making an appointment through their immediate supervisor.

ARTICLE V NO STRIKE

Neither the Union nor any of the employees in the bargaining unit shall call, authorize, instigate, sanction, condone, or participate in any strike, slowdown, work stoppage, refusal to render services or any action against the City which would impede the proper functioning of the school system at any time, nor shall there be any lockout by the City in any part of the City's operation.

ARTICLE VI FUNERAL/BEREAVEMENT LEAVE

In each instance encountered, each employee shall be granted leave without loss of pay, to be called Funeral Leave, in the event of a death in his/her immediate family.

Such leave shall be taken between the day of death and the day of burial. In no event, shall such leave exceed three (3) working days during the period commencing with the day of death and ending with the day of burial. For the purpose of this section, the phrase "immediate family" shall include the following: spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parents, step-children, brother-in-law, sister-in-law, or any foster parent/child or any relative domiciled in the employee's household.

In the case of an aunt, uncle, niece, nephew, former legal guardian, foster parents/children (except those domiciled in the employee's home who shall be considered immediate family) of the employee, one (1) day of Funeral Leave with pay, if necessary to attend the funeral of such relative shall be granted to the employee. For purposes of the preceding sentence, the words "aunt" and "uncle" shall include, within their meaning, the spouse of a blood related aunt or uncle.

In no event shall employees be paid funeral leave for days upon which they are not scheduled to work.

The employee must notify the City as to the date or dates he will be on Funeral Leave. When the employee returns to duty he shall provide to the City all pertinent information as requested on the Funeral Leave Forms provided by the City.

ARTICLE VII POSTING OF VACANCIES AND TRANSFERS

Section 1. Notice of vacancies in the bargaining unit and/or new positions shall be posted in the various library offices in each school, in the office of the Cafeteria manager and in each school kitchen for ten (10) working days.

Any person interested in a cafeteria position must apply, in writing, to Human Resources for the City of Waterbury, or as otherwise directed, within the posting period. Any person interested in a library page or office aide position must apply in writing to Human Resources for the City of Waterbury within the posting period.

Such position shall be posted for ten (10) days prior to any public announcement of the vacancy and/or new position.

Section 2. In determining the granting of a request for assignment to job or position openings, the Director of Food Services or his/her designee shall consider the following:

- (a) The qualifications of the employee;
- (b) Seniority;
- (c) Experience in the building;
- (d) The needs and interests of the School District.

ARTICLE VIII PROBATIONARY PERIOD

Any employee hired for a position covered by this Agreement shall work a

probationary period of six (6) months. During the probationary period, the employee shall have no seniority entitlement as prescribed in Article XV hereof and shall have no right or recourse to the Grievance procedure as prescribed in Article 11 hereof. Such employee, upon successful completion of the said probationary period shall acquire seniority back to his/her original date of hire. The City will perform an evaluation before the end of an employee's probationary period, subject to any reasonable delay not to exceed beyond two (2) weeks except in cases of emergency circumstances. The results of said evaluation shall be placed in the employee's personnel file. The City may extend the probationary period up to the amount of lost time during the first six (6) months. The City may unilaterally extend an employee's probation for up to an additional three (3) months at its sole discretion.

ARTICLE IX JURY DUTY

The City shall comply with the applicable law regarding jury duty.

ARTICLE X HOLIDAYS

Employees shall be eligible for nine (9) paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day provided the employee has worked their scheduled work day before and after the holiday. Juneteenth (June 19th) will become an additional paid holiday in line with the preceding provided that school is in session at that time.

ARTICLE XI SICK LEAVE/PAID TIME OFF

Once an employee reaches his/her one (1) year work anniversary, s/he shall be entitled to 20 hours of paid time off. The employee's annual paid time off allotment of 20 hours, which shall be available on January 1 each year thereafter, shall count towards the annual sick leave to which the employee may be entitled under the Public Act No. 11-52, as amended.

If the need for the paid time off is foreseeable, the employee must provide one (1) week advance notice of intent to use paid time off to his/her immediate supervisor. If the need for paid time off is not foreseeable, then the employee must provide notice as soon as practicable. Employees may accumulate and carryover a maximum of forty (40) hours of paid time off hours. Employees may carry a maximum of 56 hours of paid time off at any time. Employees shall not be entitled to a payout of accumulated paid time off hours for any reason.

ARTICLE XII DISPLAY OF UNION MATERIAL

The City shall provide a space in each school cafeteria and library for the display of Union material.

**ARTICLE XIII
UNION MEETINGS**

The Union may call a meeting in each school whenever necessary, providing employees do not leave their work stations until the end of the work day and provided that doing so results in no costs to the City.

**ARTICLE XIV
DUES CHECK OFF**

Section 1. During the life of this Agreement, an employee retains the freedom of choice whether or not to become or remain a member of the Union.

Section 2. Union dues shall be deducted by the Employer from the paycheck of each employee who signs and remits to the Employer an authorization form. Such deduction shall be discontinued upon written request of an employee thirty (30) days in advance.

Section 3. The Employer shall provide the Union with electronic notification of any new bargaining unit hires within ten school days or upon request but no more than once in a six (6) month period. Such information shall include the following: the name of bargaining unit member; available contact information; date of hire; job classification, and rate of pay.

Section 4. The Union shall be provided with an opportunity to meet with new employees during the course of any employment orientation program for new employees. Said opportunity shall not exceed thirty (30) minutes.

Section 5. The amount of dues deducted under this Article, together with a list of employees, shall be remitted to CSEA Local 2001 Service Employees International Union within a week after the payroll period in which such deduction is made together with a list of employees for whom any such deduction is made.

Section 6. The Union shall indemnify the Employer for any liability or damages incurred by the Employer in compliance with this Article.

**ARTICLE XV
LAYOFFS AND SENIORITY**

Section 1. In the event that layoffs become necessary, the employee with the least seniority in a work category shall be laid off first within a work category. When employees are to be recalled, the first to be recalled shall be those last off. If the City intends to lay off any employee, a fourteen (14) day notice of termination shall be given to said employee.

Section 2. Laid-off employees shall have recall rights within their professional capabilities for a period of eighteen (18) months from the day of lay-off. An employee who refuses shall lose all further recall rights.

Section 3. For the purposes of this Article, seniority shall be defined as an employee's continuous length of service with the City from said employee's most recent date of hire.

Section 4. Employees on lay-off shall receive no benefits during the period of lay off and shall have no rights with respect to re-employment once their recall rights expire.

Section 5. The City, through the Human Resources Department, will furnish the Union with a seniority list during the month of January.

ARTICLE XVI RIGHTS AND RESPONSIBILITIES OF THE CITY

Section 1. Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all lawful and customary rights, powers and prerogatives of public management. Such rights include, but are not limited to, the following:

- a. the right to prescribe and enforce reasonable work rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the City, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. Prior to the promulgation of new or modified rules and regulations, the City shall meet with the Union to discuss them and shall give due consideration to the Union's recommendations concerning same. The City shall bargain over the impact, if any, of the City's decision;
- b. the right to assign work to employees, including the right to assign incidental duties that may not be specifically enumerated in an employee's job specification;
- c. the right to create job descriptions and revise existing job descriptions as deemed necessary;
- d. the right to determine work schedules including the right to change the regular workweek, the length of the regular workday, the hours of work, the beginning and ending time of each shift or assignment and the number of shifts to be utilized;
- e. the right to establish the methods and processes by which work is performed, including the right to select and to determine the number and types of employees required to perform operations;
- f. the right to establish or continue policies, practices and procedures for the conduct of City business and, from time-to-time, to change or abolish such policies, practices, or procedures, subject to the City's obligation to bargain over the impact, if any;
- g. the right to lay off or otherwise relieve employees from duty for lack of work or other legitimate reasons;
- h. the right to discontinue services, positions, operations or programs in whole or

in part; and

- i. the right to transfer or subcontract, in whole or in part, work performed by the bargaining unit if, in the sole judgment of the City, it can be done more economically, effectively or expeditiously as a result of such action.

ARTICLE XVII JUST CAUSE

No employee in the bargaining unit shall be disciplined except for just cause.

ARTICLE XVIII PRESERVATION OF RIGHTS

Section 1. The parties recognize that the City retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged by this Agreement.

Section 2. The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

Section 3. This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XIX UNPAID LEAVE

An employee may request from the City of Waterbury an extended leave without pay for any purpose, including child rearing and illnesses, injuries or disabilities, provided such request must be in writing and be submitted two weeks prior to commencement of such leave. The employee's written request for such leave must also include the proposed duration thereof.

Such leave may be granted for a period not to exceed six (6) weeks unless otherwise required by law. The employee shall have no right to return prior to, or to extend, the duration of this leave; provided, however, that unpaid leave may be extended at the discretion of the City of Waterbury if the employee submits a request for extension in writing prior to the end of the initial unpaid leave period.

a. An employee returning from an unpaid leave of no more than thirty (30) calendar days shall be reinstated to his/her position held at the commencement of said unpaid leave.

b. An employee returning from an unpaid leave in excess of six (6) weeks may be reinstated to his/her position held at the commencement of said unpaid leave or, if

no vacancy, or opening exists in that position, to the first equivalent vacant position for which the employee is qualified.

**ARTICLE XX
UNIFORM CLOTHING ALLOWANCE**

All Food Service Workers shall receive a one hundred and twenty-five (\$125.00) Dollar uniform clothing allowance payable annually at the commencement of the school year.

**ARTICLE XXI
MILEAGE**

Section 1. Employees shall receive the most current IRS mileage reimbursement rate for the use of their personal automobile when engaged in school or city business and written prior authorization has been granted.

Section 2. Each employee who is reimbursed for auto usage shall transmit to the Comptrollers Office a copy of the Certificate of Insurance covering his/her private auto indicating the name of the insurance company and agent, and amounts of coverage for bodily injury in the amounts of at least \$100,000.00 per person, and \$300,000.00 per occurrence, and property damage liability in amounts of at least \$20,000.00 per occurrence, or a combined single limit of \$300,000.00. The City of Waterbury shall be listed as an additional insured on said liability insurance. Failure of the employee to transmit said Certificate to the Comptrollers Office within thirty (30) calendar days of receipt authorization to receive reimbursement pursuant to Section 1 or within thirty (30) calendar days of the renewal of the underlying insurance policy shall be grounds to terminate authorization to utilize private auto and any prior reimbursement claimed.

**ARTICLE XXII
RETIREMENT**

All employees shall be eligible to participate in the City's 457(b) Retirement Savings Plan through payroll deduction.

**ARTICLE XXIII
LIFE INSURANCE**

The City shall provide, without charge to the employee, life insurance coverage in the face amount of one times (IX) the employee's annual base salary rounded up to the next \$1,000. The City shall also provide accidental death and dismemberment coverage as part of its life insurance coverage as soon as practicable following the full ratification of this Agreement.

**ARTICLE XXIV
HOURS OF WORK**

Section 1. Hours of work shall be determined by the City in its sole discretion consistent with operational requirements and the interests of the school system.

Section 2. The City shall have absolute right to reduce the hours of work of bargaining unit employees except that when such reduction is to occur, the City agrees to reduce first the hours of any probationary employee in the school where the reduction of hours is being made.

Section 3. The normal work year shall generally coincide with the school year with the possibility of additional days to be scheduled at the discretion of the City or its designee.

Section 4. The City shall determine when overtime shall be worked and employees shall be paid time and one-half for all hours worked in excess of forty (40) per work week. All overtime must be specifically approved in advance by the employee's Supervisor.

Section 5. The City will notify the employees to be affected by a reduction in hours at least one (1) week in advance, in writing, with a copy to the President of the Chapter. This paragraph does not apply to delayed openings or canceling of school due to inclement weather conditions.

**ARTICLE XXV
WAGES/ NO LOSS OF WAGES FOR UNION REPRESENTATION**

Section 1. Wages for incumbent employee in the bargaining unit shall be increased according to the following schedule:

a. Food Service Workers, Lunchroom Aides and Office Aides:

Effective and retroactive to July 1, 2025, the hourly rate for all members shall be adjusted by an additional wage increase of two and a half percent (2.50%).

Effective July 1, 2026, the hourly rate for all members shall be adjusted by an additional wage increase of three percent (3.0%).

Effective July 1, 2027, the hourly rate for all members shall be adjusted by an additional wage increase of three percent (3.0%).

Section 2. The employer retains the right to pay employees on a biweekly basis.

Section 3. Employees shall be required as a condition of employment to authorize direct deposit of their paychecks.

Section 4. Employees shall not suffer any loss of pay when involved in the processing of employees' orientation, grievance processing, and contract negotiations.

**ARTICLE XXVI
SAVINGS CLAUSE**

In the event that any Article, Section or Portion of this Agreement is declared invalid by agreement, statute, or legal process, then such specific article, section, or portion specified to be invalid shall be deleted. However, the remainder of this Agreement shall remain effective.

**ARTICLE XXVII
DURATION**

Section 1. The terms of this Agreement shall be effective as of July 1, 2025, unless otherwise specified in this Agreement and shall continue and remain in full force and effect to and including the 30th day of June, 2028.

Section 2. If either the City or the Union desire to meet for the purpose of negotiating changes or modifications in the provisions of this Agreement, either shall give written notice of such desire to the other by certified or registered mail not less than one hundred twenty (120) days prior to the expiration of this Agreement.

Dated at Waterbury, Connecticut this 27th day of ~~January~~ ^{February} 2026.

CSEA Local 2001, Service Employees International Union

Elaine Remillard
Elaine Remillard, President

2/26/26
Date

The City of Waterbury

Paul Pernerewski
Mayor Paul Pernerewski

2/27/2026
Date

APPENDIX A
SALARY SCHEDULE

Effective July 1, 2025* (2.5%)	<u>Starting Rate</u>	<u>After Completion of Probationary Period</u>
Lunchroom Aide	\$16.76	\$16.76
Food Service Worker	\$17.92	\$18.63
Office Aide	\$16.76	\$16.76
Effective January 1, 2026** (Min Wage)	<u>Starting Rate</u>	<u>After Completion of Probationary Period</u>
Lunchroom Aide	\$16.94	\$16.94
Food Service Worker	\$17.92	\$18.63
Office Aide	\$16.94	\$16.94
Effective July 1, 2026 (3%)	<u>Starting Rate</u>	<u>Starting Rate</u>
Lunchroom Aide	\$17.45	\$17.45
Food Service Worker	\$18.46	\$19.19
Office Aide	\$17.45	\$17.45
Effective July 1, 2027 (3%)	<u>Starting Rate</u>	<u>After Completion of Probationary Period</u>
Lunchroom Aide	\$17.97	\$17.97
Food Service Worker	\$19.01	\$19.77
Office Aide	\$17.97	\$17.97
* Lunchroom Aides and Office Aides will be paid this retro rate from 7/1/25-12/31/25, then their rate will increase to \$ 16.94 by operation of minimum wage.		

APPENDIX B
Residency Incentive Bonus

Beginning in the calendar year 2025 and for the duration of this contract, as an incentive for members to live in Waterbury, the City will pay a \$250 non-pensionable residency incentive payment in December to members who meet the following qualifications.

- Waterbury was the employee's primary residence for the entire prior calendar year. Owning property in Waterbury that the employee does not live in does not qualify.
- The employee completed the Waterbury Residency Incentive Application and Verification Form, including the required documentation to demonstrate residency, and turned it in to Human Resources by the last business day of October.
- Each Employee who completes and submits a Waterbury Residency Incentive Application and Verification Form must include any three of the following documents to show evidence of Waterbury residency: utility bill, car insurance, lease, property tax bill, voter registration card, and/or drivers' license.
- Employee does not have any overdue City taxes owing.

For the first year of this Agreement, a member seeking to receive the residency bonus for 2025 will be allowed to fill out and submit the Residency Incentive Application and Verification Form for a period of thirty(30) days from the full ratification of this Agreement. Following the expiration of this thirty (30) day period, and contingent upon the member meeting the requirements in the Residency Application and Verification Form, including documentation required and other qualifications set forth above, the City will issue the \$250 payment within forty-five (45) days.

The Waterbury residency incentive payment will not be pro-rated for partial year residence. Any decision made with respect to a member's eligibility to receive the incentive payment shall not be subject to the grievance provisions of Article II. Any incident of fraud will be investigated and the City may discontinue such incentive upon belief of fraud. Failure to communicate in writing regarding a change of residency or any deception regarding primary residence shall be viewed as insubordination/misconduct. This provision shall terminate on June 30, 2028, unless otherwise agreed to by the parties.