



821 Williamson St. \* Madison, Wisconsin 53703-4503 \* Phone (608) 257-0491 \* Fax (608) 257-1168

# Solidarity!

## January Paycheck

MTI's Teacher and Substitute Teacher Collective Bargaining Agreements provide that the **January 1 paycheck is to be deposited on the first banking day in January. This year that will be January 2, given that January 1 is a Federal Reserve Bank Holiday.** A deposit on December 31 would cause one to have to pay taxes on those funds for 2013, i.e. one would pay income tax on 13 months' wages in 2013. Confirmation of the deposit for teachers will be distributed at each person's work location on January 6, the day school resumes. For substitute teachers, verification will be on or about January 6.

Members of MTI's Clerical/Technical (SEE-MTI), Educational Assistants (EA-MTI) and Security Assistants (SSA-MTI) bargaining units' paychecks will be **directly deposited on December 27.** Confirmation of the deposit will be distributed at each person's work location on January 6.

## How Cold Is Too Cold?

With the return of winter to our fair city, temperatures have and will continue to plunge to freezing levels. When schools and other large buildings experience several days of sub-zero temperatures, heating systems strain to keep rooms warm. Classrooms frequently feel too cold. What can be done? Wisconsin Administrative Code, Chapter 64, states that "[T]he heating system shall be designed to maintain a temperature of not less than ... **67 degrees Fahrenheit for classrooms and offices in schools and other places of instruction.**"

**Staff who experience heating problems in District classrooms or offices should immediately contact their building administrator and custodian for assistance.** Whether the heating systems are insufficient, improperly installed or simply old cannot excuse schools/offices being too cold. The cost of energy is of concern to us all, and MMSD, like every other school district in Wisconsin, is experiencing financial problems because of the state-imposed revenue controls. This impacts funds for heating fuel, so energy must be used wisely. However, students and staff are entitled to a proper learning and working environment.

Members seeking the Union's assistance should contact **Eve Degen** ([degene@madisonteachers.org](mailto:degene@madisonteachers.org)).

## The Americans With Disabilities Act

The federal **Americans with Disabilities Act (ADA)** prohibits discrimination on the basis of one's disability. The law requires that *reasonable accommodations be provided by one's employer to enable a person with a disability to participate as fully as possible in their employment environment(s).*

In 2008, Congress passed amendments to the ADA Act of 1990. The amended Act became effective on January 1, 2009. The improved Americans with Disabilities Act as Amended (ADAAA) clarifies who is covered under the law. *The changes were made in response to federal appellate court decisions that continually narrowed ADA protections by imposing ever higher, more onerous standards on employees to meet the qualification standards under the original ADA.*

The revised definition of "**disability**", created with the 2008 amendments, more broadly encompasses disabilities that substantially limit a major life activity. Congress clarified the definition of a disability to state that, "*An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability*"; and, "*An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.*" The amended language also provides that mitigating measures, including assistive devices, auxiliary aids, accommodations, medical therapies and supplies, (other than eye glasses and contact lenses) have no bearing in determining whether a disability qualifies under the law.

The purpose of the 2008 amendments is to make it easier for an employee seeking protection under the ADA to establish that he or she has a disability within the meaning of the ADAAA.

**MTI staff have assisted many members with ADA issues.** Anyone with questions regarding or seeking assistance with such issues, should contact MTI Assistant Director **Eve Degen** ([degene@madisonteachers.org](mailto:degene@madisonteachers.org)) at MTI Headquarters.

## Our Union Makes Us Strong!

MTI's web page - [www.madisonteachers.org](http://www.madisonteachers.org)

MTI's email - [MTI@madisonteachers.org](mailto:MTI@madisonteachers.org)

## **EA-MTI: Demand Your Lunch Time!**

The EA-MTI Collective Bargaining Agreement, Section VI-J, states, “*Educational assistants working four (4) or more hours per day shall be provided one-half (½) hour unpaid duty-free lunch.*” There is no equivocation in that section of the Contract. Should one work more than four hours, one *shall* be provided a duty-free lunch. Even if one is on a morning-long field trip, one still has the right to take a duty-free lunch. Unfortunately, all too frequently, members of the EA unit have a schedule created which requires them to work through their lunch. Agreeing to work said schedule undercuts this hard-earned right. If you have had a schedule created which requires you to work through your lunch, demand it be redone. Members with questions should contact Assistant Director **Eve Degen** ([degene@madisonteachers.org](mailto:degene@madisonteachers.org)).

## **Duty Free Lunch: Teachers and “Open Classroom”**

MTI’s Teacher Collective Bargaining Agreement provides that *all members of MTI’s teacher bargaining unit will be provided with a daily duty-free lunch period of at least 30 continuous minutes.* The 30 minutes cannot be abridged by one being directed to walk with students to the lunchroom.

More recently, once again, some teachers have been requested to open their classroom so students can have “a place to go”. Directing a teacher to sacrifice any portion of their 30 minute duty-free lunch period violates the Contract. *If a teacher volunteers to do so, they are to be compensated at \$9.10 per hour, with such computed in one-half hour lots.*

## **New Ways to Wear MTI Red**

MTI is now offering various new styles of *Solidarity!* shirts: a long-sleeved cotton/poly blend button-down shirt and a short-sleeved soft/poly polo shirt. Both items are in MTI red with a white embroidered MTI emblem on the front upper left side. The shirts are full-cut and suitable for men and women. Price: polo - \$25 and button-down - \$40. Members can stop by the MTI office any time to purchase. The traditional MTI t-shirt (\$10) with logo front and back, and the MTI sweatshirt (\$35) are also available. A few MTI stocking hats for the upcoming cold weather also remain (\$5). Show your MTI pride by wearing your MTI red often, but especially on Mondays. *Solidarity!*

## **Click and Shop Union: Affirm Your Values for the Holidays**

Union-made goods and services are now available online for the public to view and buy. The **Union Label & Service Trades Department of the AFL-CIO web site features all union-made gifts.** Americans will spend \$1 trillion by December 1. Imagine the impact if just a fraction of those dollars goes towards products made by our union brothers and sisters. Current offerings include clothes, shoes, computers, greeting cards, housewares, sports equipment, toys and games. Millions of good family-supporting jobs have disappeared from

the U.S. economy. You can save money and jobs by looking online for “Union-made Products” or “AFL-CIO Union Products”. **Take a stand and make a difference!** Support good jobs by buying Union-made goods and services when holiday shopping. *Solidarity!*

## **Life Insurance: Beneficiaries Up-To-Date?**

*Whether one has life insurance via one of MTI’s Collective Bargaining Agreements, on a personal basis, or both, one must frequently be sure that their beneficiaries are up to date. The beneficiary is the person or persons you designate to receive your life insurance proceeds in the event of your death.*

Usually, one designates a number of beneficiaries and the proceeds from their life insurance are divided equally among those individuals. One can indicate otherwise and specify a different percentage or amount to specific individuals. For instance, if one names his/her spouse as beneficiary and he or she dies before the insured and the insured has not named a new beneficiary, his/her life insurance benefits are paid to the children. If one has no children, the benefits are paid to his/her parents. If one’s parents are deceased, the benefits go to siblings, and so on. **Remember that if your spouse is designated as your beneficiary and you get divorced, your ex-spouse will receive the payment unless you change your beneficiary.** These illustrations are presented to remind members of the need to keep their beneficiaries current.

Children under 18 can be beneficiaries, but some special rules apply. The proceeds will be paid only to a Court-appointed guardian of the child’s estate or to a trust that has been established in the child’s name. A guardian must be someone designated by the courts to oversee the child’s finances. The guardian is not the same as someone who has custody of the child. If there is no court-appointed guardian or trust, the proceeds may be held in an interest-bearing account until the child turns 18.

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## **Calendar & Events**

- **Tuesday, November 26, 4:00 p.m., MTI**  
MTI Handbook Committee
- **Tuesday, November 26, 4:00 p.m., Black Hawk**  
Community/School to Prison Pipeline Committee
- **Tuesday, December 2, 4:30 p.m., MTI**  
Art & Music Teachers
- **Thursday, December 4, 4:15 p.m., MTI**  
MTI Special Education Sub-Committee
- **Monday, December 9, 4:30 p.m., MTI**  
MTI Board of Directors
- **Tuesday, December 10, 4:15 p.m., MTI**  
MTI VOTERS Political Action Committee