

INTERNAL MEMORANDUM

Date: July 7, 2020
TO: IFT Executive Board
FROM: Kathy Shaevel and Nick Christen
RE: Guidance on Return to Work Issues

Employers will have to bargain with the exclusive bargaining agent over the decision and impact of changes to working conditions and health and safety that maybe contemplated in light of the COVID-19 crises. This guide was developed as a resource for Local and Council leaders and staff and seeks to map out some of the issues that local unions should expect and to answer some questions in these areas.

Current Guidance from Union, Government and Educational Agencies and Organizations

a. [AFT Plan to Safely Reopen Schools and Communities](#):

The AFT plan outlines the issues that are critical to creating and maintain safe working environments for members, students, and constituents/clients/community, including:

- i. Maintaining physical distancing until the number of new cases declines for at least 14 consecutive days.
- ii. Putting in place the infrastructure and resources to test, trace and isolate new cases.
- iii. Deploying the public health tools that prevent the virus' spread and aligning them with education strategies that meet the needs of students.
- iv. Involving workers, unions, parents and communities in all planning.
- v. Investing in recovery: Do not abandon America's communities or forfeit America's future. These interventions will require more—not less— investments in public health and in our schools, universities, hospitals, and local and state governments. Strengthening communities should be a priority in the recovery.

b. [The State of Illinois Coronavirus Webpage](#): This website provides links to many important resources regarding Governor Pritzker's executive orders, unemployment insurance information, COVID positivity data, and the *Restore Illinois Plan*.

c. [Department of Commerce and Economic Opportunity](#): While most IFT workplaces are in the public realm, this website has detailed re-opening guidance and resources for office settings and some youth related settings such as outdoor activities and camps which may run alongside school settings.

d. [CDC Guidance](#): The CDC provides a detailed guide which has been a framework for states and local municipalities as they develop the specifics on reopening. Included in each section are definitions of risk of spread and guides to promote behaviors that reduce spread and help to maintain healthy environments and operations.

- i. [Considerations for Schools](#)
- ii. [Considerations for colleges and universities](#)
- iii. [Worker safety and support](#)

- e. [State Educational Agency Guidance on return to work and school](#)
State agencies for P-12 schools and Institutions of Higher Education endorse a return to in-person instruction and require face masks, hand hygiene and social distancing as possible. Each has put out guidance, much of which is just a recitation of public health requirements and which leave many unanswered questions.
 - i. Illinois State Board of Education-
 1. [Part 3 Transition Joint Guidance](#)
 2. [ISBE FAQ](#)
 3. [ISBE Toolkit \(this document found in the transition guidance section\)](#)
 - ii. Illinois Community College Board-[Guidance for the Return to Campus](#)
 - iii. Illinois Board of Higher Education-[Safely Launching Academic Year 2020](#)

- f. [Illinois Association of School Board’s Guidance for Reopening of Schools](#)
This guide includes human resources considerations that would require consultation and potentially bargaining with the affected employees and their union representatives such as school calendar, benefit leave and leave of absence policies, payments for course overloads, additional supervision, changes to job descriptions and responsibilities, extracurricular stipends. It also highlights the need for districts to prepare for increased demand for substitute teachers and support staff.

- g. [“Triple A” Guidance](#) The Illinois Association of School Administrators (IASA), Illinois Association of School Business Officers (IASBO), Illinois Principals Association (IPA) created this joint guidance. These organizations work annually on what is commonly called the Triple A Conference. This guidance document seeks to provide a framework for discussions about return to in person instruction.

- h. [The American College Health Association](#)
With its stated mission “to serve as the principal leadership organization for advancing the health of college students and campus communities through advocacy, education, and research”, the ACHA has created a [report that outlines considerations for colleges](#) to take into account about reopening in the fall.

- i. [The American Council on Education](#)
The American Council on Education (ACE) describes itself as, “A membership organization that mobilizes the higher education community to shape effective public policy and foster innovative, high-quality practice”. ACE has created a set [of key questions for campus leaders](#) as they plan for return in the fall.

Questions Regarding the Screening Employees for COVID-19

- a. Can employers screen for COVID-19 or ask questions about symptoms?
 - i. Yes, the EEOC updated its guidance on the ADA and coronavirus, explaining that employers may screen employees for infection of COVID-19. Any mandatory medical test must be job-related and consistent with business necessity.
 - ii. However, the EEOC has disallowed antibody or serology tests, which determine whether a person was ever infected with COVID-19—even if they were asymptomatic—and built up antibodies to the disease.

- b. Can employers take an employee's temperature?
 - i. Because the CDC and state/local health authorities have acknowledged community spread of COVID-19, employers may measure employees' body temperature. As with all medical information, employers must maintain the confidentiality of employee temperatures and other symptoms as required by the ADA. See [EEOC: Employers Now May Take Employees' Temperatures](#)
 - ii. This issue, along with the issue of screening generally, can be bargained. For example, a union could bargain for additional pay if workers are required to show up early to work to have their temperature taken or to be tested for COVID-19 once testing is more available.

- c. Can an employer require a doctor's note before allowing a sick employee to return to work?
 - i. Clearance from a health care provider to return to work can be required if an employer applies the practice consistently. However, guidance from the Centers for Disease Control and Prevention (CDC) suggests employers remove such requirements during a health crisis as access to health care providers may be limited.

- d. What is return to work protocol for people who had COVID?
 - j. Clearance from a health care provider to return to work can be required if an employer applies the practice consistently. CDC Guidance states an individual should not return until 72 hours has passed since fever has resided and 10 days since symptoms first appeared. ISBE has incorporated this specific language into their re-open plan while IBHE and ICCB refer to the CDC and IDPH for guidance: <https://www.cdc.gov/coronavirus/2019-ncov/hcp/disposition-in-home-patients.html>

- e. Does it violate Health Insurance Portability and Accountability Act of 1996 (HIPAA) for an employer to ask about my health?
 - i. No. The privacy, security, and breach notification rules under HIPAA establish very specific requirements on the use and disclosure of [protected health information \(PHI\)](#) by a very narrow set of entities—primarily, health care providers and health plans, such as employer-sponsored health plans. Employers, acting in their roles as employers, are not subject to HIPAA. Similarly, employment records (e.g., leave certifications, Americans with Disabilities Act accommodation requests, and fitness-for-duty certifications) and workers' compensation records are not subject to HIPAA. Therefore, many of the questions being asked by employers as a result of the pandemic are not governed by HIPAA's rules.

- f. Can an employer tell employees if a co-worker has tested positive for the coronavirus or other communicable disease?
 - i. No. The Americans with Disabilities Act (ADA) privacy rules restrict employers from sharing personal health information of an employee. Employers should inform employees that possible exposure has occurred in the workplace without disclosing any identifying information about the individual who tested positive.

How to Support Union Workers Who May Have Health Issues

- a. Can an employee refuse to work if there are not appropriate safeguards as defined by the local public health department?

- i. Possibly. The Occupational Safety and Health Act imposes a "general duty" to keep the workplace "free from recognized hazards" that could cause workers serious harm. Section 13(a) of OSHA defines imminent danger as "... any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures otherwise provided by this Act." The following conditions must be met before a hazard becomes an imminent danger:
 1. There must be a threat of death or serious physical harm. "Serious physical harm" means that a part of the body is damaged so severely that it cannot be used or cannot be used very well.
 2. For a health hazard there must be a reasonable expectation that toxic substances or other health hazards are present and exposure to them will shorten life or cause substantial reduction in physical or mental efficiency. The harm caused by the health hazard does not have to happen immediately.
 3. The threat must be immediate or imminent. This means that you must believe that death or serious physical harm could occur within a short time, for example before OSHA could investigate the problem.

Under this analysis, requiring someone to work in an environment that the local public health department deems unsafe (no physical distancing, no soap/handwashing, no requirements about wearing PPE, mixing of students in hallways, etc....) could possibly rise to this level, and an employee could refuse to work under these conditions.

- b. Can employees refuse to return to work for fear of getting sick if an employer has met the requirements of the state and local public health departments?
 - i. No. If employers are meeting the standards of the local health department safety guidance, an employee cannot refuse to return to work unless the employee has a health issue that would be covered by the Americans with Disabilities Act that cannot be accommodated.
- c. What about older/immunocompromised employees who can return with ADA Reasonable Accommodations?
 - i. The ADA requires employers to provide reasonable accommodations to persons with disabilities unless doing so would impose an undue hardship on the employer or pose a direct threat to the safety of the employee or others. ADA regulations provide that in order to determine an appropriate reasonable accommodation, it may be necessary for the employer "to initiate an informal, interactive process with the individual with a disability in need of the accommodation." Under the regulations, the interactive process obligation is triggered by knowledge of the need for an accommodation.
 - ii. Unions should work collaboratively to design work opportunities for members who, for health reasons, cannot immediately return to normal duties. For example:
 1. Unions could negotiate roles for teachers who are immunocompromised who could teach children who are immunocompromised or are otherwise unable to return to in-person school. These teachers could provide online instruction, remote tutoring, online mentoring, or televised instruction with the right professional development and support.
 2. Unions could negotiate that Public Employees or Paraprofessionals could perform some duties from home and only physically come to the workplace occasionally, lowering their susceptibility.

3. In Higher Ed, unions could negotiate that older/immunocompromised professors could teach online-only sections, while non-immunocompromised professors could teach in-person classes.
 4. Employees could be reassigned to new less public facing roles, particularly if there is more widespread availability of COVID-19 testing and state positivity rate is more accurate for each region.
- iii. Unions could negotiate buyout/early retirement incentives where and when possible.
- d. What about older/immunocompromised employees who cannot return with ADA Reasonable Accommodations:
 - i. The employee may be able to take their own sick time or an unpaid leave of absence for the year.
 - ii. Employees may avail themselves of [TRS](#), [IMRF](#), [SURS](#) or [SERS](#) non-occupational disability benefits, which allow for 50% of pay (IMRF, SURS, SERS) or 40% (TRS) for participants who are not able to work. However, an employee's own sick, personal, and vacation leave must be exhausted first.
 - e. What about employees who want to return to work, but the employer wants them to stay home/telework because they are perceived to be older or immunocompromised?
 - i. This is an ADA reasonable accommodation issue in reverse. The ADA does not allow employees to be barred from going back to work solely because they are over the age of 65 or have medical conditions like serious heart problems, diabetes, asthma and severe obesity that have been identified by the Centers for Disease Control and Prevention as placing people at greater risk of becoming severely ill if they become infected with COVID-19.

Health and Safety in the Physical Workspace/PPE Requirements

- a. Can an employer require an employee to wear a mask and discipline them if they don't? What about a student or client?
 - i. Yes, the employer can implement reasonable work rules. If an employee does not follow the rule, they could be disciplined. If the employee has a disability or health issue and cannot wear a mask, they could request a reasonable accommodation and engage in an interactive process with the employer. Students will be required to wear a mask, but some will not be able to because of special needs or health issues. If they do not wear one or their mask is inappropriate, they can be given a mask by the school.
 - ii. Employers can also implement rules for clients or customers that would require a mask, so long as the rule is not discriminatory.
- b. Does an employer have to provide face shields, masks or gloves to staff or students?
 - i. For P-12 schools, ISBE's Part 3 Transition Guidance does state that Schools and districts must follow the guidance of the CDC and IDPH on the usage of face coverings for staff, students, and visitors. Additionally, it recommends see through panels or the use of face shields for certain types of employees whose mouth must be visible for student learning or in certain health or personal care related roles.
 - ii. Executive order (2020-32) says that employers must provide masks to employees who "are not able to maintain a minimum six-foot social distance at all times" though it is not clear that this order will be in place in the fall.

1. Employers will likely ask employees and students to bring their own masks but should have some available in case someone does not have one.
 2. The Illinois Department of Emergency Management will be providing one free cloth mask to all students and P-12 school employees for the start of the 20-21 school year.
- c. What are the legal issues for schools or districts that do not strictly enforce the requirements around masks, social distancing, and cleaning?
- i. School districts could be liable for injuries if administrators do not require students and staff to follow public health guidelines. School districts not following the guidelines could lose their immunity under the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/) and the school code (105 ILCS 5/10-20.20). In addition, the district could be violating its own liability insurance policies, meaning any judgment against the district would have to be paid out of general funds (i.e. the funds used to pay staff).
 - ii. If employers are not following the guidelines, the union could bring a nuisance action in circuit court to get an injunction requiring the district to comply with the guidelines. Our members have the right to work free from exposure to a highly contagious and deadly disease without the unreasonable interference from the employer
- d. What other PPE/protective measures may be necessary for staff/students/clients?
- i. Gloves, plexiglass barriers, hand washing stations, hand sanitizer in each classroom/workstation or area and hallways and scheduling additional time for hand washing.

Wages/Benefits issues

- a. Are there any issues with pay to be concerned about?
- i. Regarding P-12 Schools
 1. If schools return to in-person and or blended instruction in the fall with a regular calendar, probably not. However, if the employer wants to begin school early or add school days to “make up for lost time” that would have to be negotiated. Changes to school calendar are mandatory subjects of bargaining. Local unions that consider such a scenario would want to start by proposing that any additional days would be paid at or above the per-diem rate for each member.
 2. Consider the likelihood that more staff will be sick/quarantined than in an average year, so Districts will likely have larger pools of subs and more long-term subs. Also, remember that districts will likely be feeling a financial squeeze because of flat funding.
 - ii. Regarding Higher-Ed Employees
 1. Universities and community colleges will be facing both flat funding and uncertain enrollment in the fall. Nevertheless, no Illinois public university or community college has declared financial exigency or proposed any changes to the calendar or wages that could trigger the need to negotiate over wages.
 - iii. Regarding Public Employees
 1. In the near term, public employees can count on continuing to receive the wages set out in their collective bargaining agreements. However, there is likelihood that the State could have a budget deficit this year as a result of the pandemic and may propose concessions, which would have to be bargained.

- b.** What about stipends in P-12 in the fall if there are not sports/clubs?
 - i. Although the ISBE guidance for remote learning this spring said that stipends should be paid, the same does not necessarily go for the fall. Employees who are in the retirement pipeline could be significantly impacted if they do not receive a stipend they were counting on for their creditable earnings. Employees and local unions could make the case that entitled employees can work/coach/advise in some capacity, and that they should qualify for the stipend.
 - ii. Local unions should pay special attention to any employee who is near retirement or is in the retirement pipeline and whose creditable earnings include stipends. Not only could an employee lose retirement earnings if she does not receive a stipend this year, but the district could be hit with an excess retirement benefit penalty (the 6% “cap”) if that employee does not get the benefit this year but gets it next year. In these cases, it makes sense to work with the member and the employer to figure out a way for that member to work in some capacity so they can receive the stipend.
 - iii. Districts may have the authority to cancel clubs and activities depending on CBA provisions. Consider negotiating a revised stipend for the scope of work which could be done (such as socially distant workouts) vs. the full stipend where a large portion of the work (a 12-game season) has been canceled.

- c.** Could we negotiate additional leave time for employees who get sick or must quarantine because they are exposed by a student or constituent/client?
 - i. Employees may not want to use their own sick time if they are told to self-quarantine by their employer. Local unions can negotiate policies about the type and use of benefit time for illnesses or quarantine related to COVID-19. The FFCRA is in effect until December 31, 2020 and has some provisions about leave. But unions may need to negotiate benefits beyond what is provided in the law.
 - ii. Unions may want to look at whether there are contractual differences between leave rights for tenure and non-tenured teachers and determine whether it makes sense to make unpaid leaves equal during the pandemic.

- d.** Are there any issues with insurance to be concerned about?
 - i. Given the number of people unemployed, there will likely be more employees looking to add family members to district health insurance. This could increase costs for the district. Some issues to be thinking about are:
 - 1. Are there health service options covered under the district’s insurance if the traditional doctor’s offices are not available such as clinics or telehealth services?
 - 2. If the district offers short-term disability benefits, would a COVID-19 illness qualify for benefits?
 - 3. Can the union and district work to increase communication to employees on the insurance options available, how to enroll family members who may have lost their jobs, the fact that immunizations are covered and the locations where they can be obtained, and the availability of alternative health service options?

- e.** What about employee expenses related to return to work or remote learning?
 - i. Illinois statute requires that employers give reasonable reimbursement for business expenses, which could include expenses for remote learning. The statute defines these expenses as “all reasonable expenditures or losses required of the employee in the discharge of employment duties and that inure to the primary benefit of the employer.” Unions could negotiate a policy or MOU to determine reimbursement amounts but should check the CBA or existing policies as well.

- f. What about the CARES Act “maintenance of effort” clause, does this protect employees from layoff? This question is something that remains to be tested. There is some thinking that the maintenance of effort provision could be a cause to legally challenge layoffs.
 - i. Go here for information on [Higher Ed Cares ACT grants](#) from the USDOE.
 - ii. Go here for P-12 information on [CARES ACT grants](#) from ISBE.

Negotiating working conditions specific to the district, college or university setting (referring to all educational entities as a “school”)

- a. What are some of the options being discussed about school schedules for next year?
 - i. All three boards, ISBE, ICCB, and IBHE have produced written re-open plans which strongly encourage the return to in person instruction. A wide variety approaches to the type of instruction—be it fully in person or a blended or hybrid model will have to be worked out locally. The option for fully remote instruction exists but is being discouraged both in their respective plans and through public comments. Blended or hybrid models could include groupings of students in person on some days and not others, or during parts of days, or by prioritizing the types of students who are in person more often than others.
 - ii. The three major options for student attendance in the fall: 1) in-person learning, full remote, or blended. **Each of these have implications for member wages, hours and working conditions and must be bargained prior to implementation.** When bargaining, over the school’s transition back to in-person learning, it is paramount the health and safety of staff students and communities remain paramount and the non-negotiable health requirements set forth by the IDPH are incorporated into the plans.
 - iii. In addition to the type of learning, there is also potential for changes (which must be bargained) to the length of day, length of year, workload, and staggered work schedules.
- b. How and when should local unions begin discussing return to work plans?
 - i. Local unions should immediately inform employers that they demand to be a part of any type of transition planning team that the school devises. Unions should attempt to have a good cross-section of employees on the team. Unions should not delay in meeting, as administrators may try to make decisions about the return to in-person instruction in the absence of a team.
- c. Could teachers be required to record or livestream classes?
 - i. Probably, but they would have to consent, along with anyone students if the class will be recorded. There are bargaining implications to the collection of audio or video of instruction. Moreover, there are Student Records Act implications.
 - ii. The Illinois eavesdropping statute provides in part that a person commits eavesdropping when he or she knowingly and intentionally uses an eavesdropping device for the purpose of hearing or recording all or any part of any conversation or intercepts, retains, or transcribes electronic communication unless he or she does so with the consent of all the parties to the conversation or electronic communication.
- d. What issues should local unions consider when bargaining a return to work plan (non-exclusive list):

- i. Does the school plan on making any changes to the length of the school year or to that start and end times of school day or minutes per course periods?
 - ii. If the decision is for in-person learning or blended learning, what mechanism is there to say that things are not working and the school should switch to full-remote learning? Are there a certain number of outbreaks? What if there is not enough space, enough soap/sanitizer, enough PPE to provide instructions pursuant to the guidelines? Should the local health department be involved in approving our plan or shutting down in-person instruction, and if so, in what capacity?
 - iii. What procedures will be in place for staff for symptom screening and temperature checks? What PPE will be provided by the district to staff and students? What PPE will be provided to staff who are more susceptible to getting the virus because of their working conditions (e.g. the nurse, or an aide who works with students who cannot wear masks for health reasons)?
 - iv. What Professional Development will be given to staff on health and safety protocols? Professional Development related to instruction and learning, including any new procedures for remote or blended learning qualifies for credits. Districts should ensure that our members get PD credit for attending.
 - v. If the P-12 school plans on remote or blended remote learning, what activities will count toward the required 5 clock hours per day?
 - vi. Will employees be required to use their own sick time if required to quarantine by the employer because another student or staff member tested positive for COVID-19? What if the employee must quarantine in excess of the 2 weeks provided for in the CARES Act?
 - vii. How will decisions be made around transportation of students to school, how students and staff will be allowed to move around the buildings to access bathrooms, cubbies, social areas and lockers?
 - viii. Will the school implement the CDC guidance that teachers--and not students--move from class to class? If so, what resources will be provided to teachers to allow them to do this?
 - ix. What steps are being taken to account for increased staff absences? Is there a team-teaching model that could work for some classes (i.e. one teacher is in person, one is remote during blended learning)? Does the school have a plan to hire more subs/cadre subs to account for increased staff absences?
 - x. In what ways will PSRP/classified employees have to be retrained or reassigned?
 - xi. Regarding the recommendation of social distancing of "6 feet whenever possible," how will decisions be made about class sizes, classroom layout, and alternative classroom sites such as the cafeteria, gym, theater, etc...?
- e. Regarding employee working conditions, is there anything that the guides from ISBE, IBHE, and ICCB are missing?
- i. Overall, the documents have given short shrift to employee working conditions and health needs. Local unions should ensure that members who cannot return to work because of their own health or the health of a family member have options to work and are not forced to take FMLA or sick time or be forced to resign. If a district or local union has not surveyed staff about their ability to return to work, they should.

The FFCRA, ADA, FMLA, discrimination lawsuits and member liability

- a. What are member rights under FFCRA?

- i. The Families First Coronavirus Response Act (FFCRA) requires certain employers to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from the effective date through December 31, 2020. Generally, the Act provides that employees of covered employers are eligible for:
 - ii. If caring for yourself: Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay (max of \$511 per day) if unable to work (or telework) and experiencing COVID-19 symptoms and seeking a medical diagnosis, and/or quarantined pursuant to Federal, State, or local government order or advice of a health care provider.
 - iii. If caring for someone else: Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee's regular rate of pay (max of \$200 per day) if the employee is unable to work or telework because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19; and
 - 1. Additional leave for caring for a child: Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay (max of \$200 per day) where an employee, who has been employed for at least 30 calendar days, is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.
 - 2. This leave can be combined with the two weeks of paid sick leave above, or if that time was already used, will kick in after two weeks unpaid or with the employees own PTO.
 - a. It is permissible but not required for an employer to allow an employee to "top off" their 2/3 pay under this section and the one above with 1/3 of the employees own PTO.
 - iv. FFCRA claims can be costly since the remedies are the same as those allowed under the Fair Labor Standards Act and the Family and Medical Leave Act, meaning successful plaintiffs can recover actual damages, liquidated damages and attorney fees. Moreover, unlike most discrimination claims, individual managers can be sued personally under the FFCRA because the FFCRA adopts the broad definition of employer under the FLSA which includes "any person who acts, directly or indirectly, in the interest of an employer to any of the employees of such employer."
- b. How does the ADA and FMLA come into play?**
- i. As most employers who are subject to the FFCRA (those with under 500 employees) are also subject to the ADA, both laws need to be considered when evaluating possible accommodations.
 - ii. Under the ADA, COVID-19 is not necessarily a covered disability because the coronavirus is transitory in nature, but the ADA comes into play because in several ways—mostly through the "perception of disability" liability and because COVID-19 is impacting "high risk" populations, which overlap with the ADA.
 - iii. Employers have an obligation under the ADA to at least engage in the interactive process and possibly to provide a reasonable accommodation when an employee requests an accommodation.
 - iv. Under FMLA, if a member can show that she satisfies the 12-month tenure and 1,250-hours-worked requirements, she may be able to state a viable claim, if her self-isolation was due to a serious health condition.

- c. What about discrimination claims?
 - i. Title VII of the Civil Rights Act is still applicable to employers with over 15 employees, and there could be allegations of inconsistent treatment when it comes to leave or access to protective equipment.

- d. Should members worry about liability issues if they unintentionally transmit COVID-19 to other employees or to students?
 - i. Assuming our members are not intentionally transmitting the virus (which is battery), there is no need to be concerned about personal liability or waivers. An infected person would have to show that an employee was negligent (breached a duty of care) and that the breach was the cause of their injury. Because COVID-19 is so transmittable, it would be almost impossible to prove this.
 - ii. School District employees have tort immunity under the school code 10/1-101