**Section 2765.328 What Constitutes A Day For Purposes Of The "30 Day" Requirement In Section 1502.1 Of The Act**

a) The 30 day requirement, set forth in Section 2765.325, shall include any day on which any services are actually performed for the employer by the individual prior to the date of separation. The 30 day requirement, set forth in Section 2765.329, shall include any day on which any services are actually performed for the employer by the individual prior to the first of the week (Sunday) with respect to which the chargeable employer is being determined. If a shift covers two calendar days, only one day shall be included in determining whether the 30 day requirement has been met. The day included is the one on which the individual's shift begins. Paid sick days, vacation days, holidays or other similar paid, non-working days (e.g., "show-up" or stand-by pay days) shall not be counted toward meeting the 30 day requirement. Payments for wages in lieu of notice, pension or other retirement type payments or for severance pay also do not meet the requirements of this Section.

1) Example: The individual works a shift which begins at 10 pm on Monday and ends at 7 am on Tuesday. While this individual performs services for this employer on two calendar days, for the purpose of determining whether the 30 day requirement set forth in Section 1502.1 of the Act has been met, the individual's shift counts as only one day of service, Monday.

2) Example: The individual begins his shift at noon but becomes ill fifteen minutes later. Since the individual performed services for the employer for fifteen minutes, one day is counted toward meeting the 30 day requirement.

3) Example: The individual is scheduled to work on a certain day but fails to report for work because he is ill. Even if the employer provides paid sick leave to the individual for that day, it will not be counted toward the 30 day requirement.

4) Example: The individual receives paid sick leave from Company A, a nonprofit corporation, which elects to make payments in lieu of contributions, for 35 days during his base period. He has no other employment with Company A during his base period. He also performs services during his base period for Company B, a liable, contributing employer. After being laid off by Company B, he returns to Company A for 30 days before being again laid off. Company A will be liable for an amount equal to 100% of the benefits paid to this individual as payments in lieu of contributions. This is because Company A is the last employer of this individual; the 30 day requirement is met by the individual's employment; and the paid sick leave constitutes wages for insured work paid during the individual's base period.

5) Example: Upon the permanent layoff of an individual, the employer pays that individual for any unused, accrued vacation time that the individual is due and grants him severance pay in the amount of one day's pay for each year of continuous service. These payments are not included for the purpose of determining whether this employer has met the 30 day requirement.

6) Example: The individual works a four day work week, that is, instead of working eight hours per day, five days per week, he works ten hours per day, four days per week. Even if the individual's ten hour shift extends over two calendar days, each shift still counts as only one day, and this individual will have worked only four days in a normal work week.

7) Example: The individual had filed a new benefit year claim, effective January 10, 1993. He then works on Thursday, January 21, 1993, Friday, January 22, 1993, Saturday, January 23, 1993, and Sunday, January 24, 1993, for Company A before being laid off for lack of work. He files a claim for and is paid benefits for the week ending January 30, 1993. In determining the chargeable employer for that week, Sunday, January 24, 1993, is not counted in determining if this individual performed services for Company A for 30 days. This is because Sunday, January 24, 1993, does not occur prior to the beginning of the week with respect to which a chargeable employer is being determined.

b) Overtime work or working additional shifts shall not be included in determining whether the 30 day requirement has been met unless there is at least 6 hours between the beginning of the overtime work or the additional shift and the end of the prior shift and the overtime work or additional shift does not occur on a day which will be otherwise included in meeting the 30 day requirement.

1) Example: The individual's normal shift ends at 3 am, and he is asked to work the next shift which begins at 4 am. Even if he works both shifts, since there is not at least 6 hours between the shifts, only one day will be counted toward meeting the 30 day requirement.

2) Example: The individual's shift ends at 3 am on Saturday, and he is asked to return to work for an additional overtime shift from 9 am until 2 pm. He must then return to work at 7 pm to work his regular shift. This overtime work does not count as an additional day toward meeting the 30 day requirement because his regular shift begins that same day and would already be included in meeting the 30 day requirement.

3) Example: The individual's normal shift begins at 3 pm and ends at 11 pm. However, he is required to work four hours of overtime every day so that he does not complete his shift until 3 am. This shift still counts as only one day toward the 30 day requirement.

(Source: Amended at 17 Ill. Reg. 614, effective January 4, 1993)