Background

The University of Cincinnati is committed to employing Graduate Assistants consistent with their field of academic study, and to provide them financial support and academic and practical experience while pursuing their academic goals. This policy addresses recruitment, selection, compensation and other terms of Graduate Assistantships.

The Policy below applies only to those students appointed as a Graduate Assistant who are part time, salaried, and exempt and who are required to perform a service in return for receiving a financial stipend or wage.

The Policy does not apply to graduate students who are receiving a tuition scholarship and/or financial stipend for which there are no required duties for the financial award. These students are considered a University Fellow or a Graduate Incentive Award (GIA) awardee, and should refer to the Graduate Student Handbook for additional information.

This policy does not apply to students taking classes at the graduate level who have a position for which they clock in and out and are paid through UC payroll. These individuals are considered student workers and should refer to the Student Employment Policy for additional information.
Definitions

A “Graduate Assistant” is an individual who is:

- Enrolled in a graduate degree program;
- Enrolled for at least 12 credit hours during the semester; and
- Appointed to a position that is consistent with the individual’s field of academic study.

Policy

Please consult the Graduate Handbook for specific information regarding Graduate Assistantships. The link is provided at the end of this policy.

All records referred to in this policy are governed by the Family Educational Rights and Privacy Act (FERPA), and, as such, disclosure of such records is restricted.

A Graduate Assistant position cannot be changed to a faculty or staff position without following the applicable procedures for the creation of, and hiring for, a regular position.

Recruitment and Selection

1. The hiring unit must adhere to all applicable federal and state child labor laws when hiring student employees under eighteen years of age.

2. Graduate Assistant appointments shall conform to the university policies regarding nepotism.

3. The Employment Authorization Form (Form I-9 and any other required employment forms) must be completed and certified for all Graduate Assistants before the first day of their assignment but not later than three (3) business days thereafter.

Wages and Compensation

1. The minimum stipend level for Graduate Assistants is determined by the Dean of the Graduate School.

2. Salary for Graduate Assistants should not exceed the salary paid to a comparative full-time staff member.

3. Graduate Assistants are not to be used in lieu of filling positions which
Terms of Employment

A. Hours of Work and Overtime

1. Graduate Assistants are considered exempt from minimum wage and overtime requirements, and are paid on a salaried basis. Their pay is established using a recurring wage type with start and end dates.

2. Graduate Assistantship appointments are not permitted to exceed 20-hours of service per week.

3. Graduate Assistants are prohibited from exceeding a total of 24-hours of service per week, which time includes their Assistantship and any additional non-exempt student employment. These service restrictions apply throughout the academic year, but do not apply during a Graduate Assistant’s scheduled break. Students can be employed a maximum of 40 hours/week during their scheduled breaks.

4. If a graduate assistant is employed over and above his/her Assistantship, the following guidelines must be applied:

   • Departments are responsible for monitoring of hours worked by students assigned to their unit. Graduate Assistants are responsible for notifying their supervisor or business officer of any additional student employment beyond their position as a Graduate Assistant.
   • The Graduate program shall closely monitor academic progress.
   • The additional appointment shall be terminated if the Graduate Assistant does not maintain satisfactory academic progress.
   • An international student on F-1 or J-1 immigration status contemplating employment should contact the International Services office prior to accepting the additional offer of employment.
B. **Vacation and Sick Leave**

1. Graduate Assistants do not accrue vacation, sick leave or other paid time-off.

2. In the event of illness, a Graduate Assistant shall notify his or her supervisor as soon as possible on each day of such absence.

C. **Workers’ Compensation**

The Ohio Workers’ Compensation law covers Graduate Assistants, and provides medical, income and survivor benefits in the event of accidental injury, occupational disease or death occurring in the course of, and arising from, employment.

D. **Unemployment**

Because Graduate Assistants are viewed as a student worker by the Ohio Department of Job and Family Services, Graduate Assistants are not entitled to unemployment compensation when their appointment(s) ends (between academic terms, on scheduled breaks or after leaving the university).

E. **Social Security and Medicare Tax**

Graduate Assistants are exempt from the pension portion of Social Security and from Medicare tax withholding as long as they have a valid OPERS exemption in place. If an OPERS exemption is not in place, Medicare taxes will be withheld from the Graduate Assistant’s pay.

F. **Ohio Public Employees Retirement System (OPERS)**

1. Membership in the Ohio Public Employees Retirement System (OPERS) is optional for Graduate Assistants enrolled on at least a half time basis (5 hours per term). OPERS membership requires the Graduate Assistant to be paid through UC payroll and submit to a tax-deferred payroll deduction. These deductions are remitted to OPERS for the purpose of accumulating service credit toward future retirement benefits.

2. Graduate Assistants may request exemption from OPERS membership by completing an OPERS Request for Optional Exemption form. The form is available on the OPERS website (www.OPERS.org). The form must be completed and submitted to Human Resources within 30 days of the first day of covered employment. OPERS exemption requests will be honored for the duration of a Graduate Assistant’s employment but only during the
times that they are registered for classes above the minimum number of hours to qualify for exempt status (5 hours per term), and those classes are in session. Graduate Assistants not enrolled in the minimum number of required hours (regardless of term) are subject to OPERS withholding.

3. Upon termination of employment, Graduate Assistants who participate in OPERS can either leave their accumulated contributions on deposit to qualify for future retirement benefits, or request a refund of their accumulated contributions and will be issued by OPERS. Refunds from OPERS are subject to federal and state income tax withholding, and reporting by OPERS is taxable income on IRS Form 1099R.

G. Jury Duty

All Graduate Assistants are encouraged to participate when they are subpoenaed for jury duty. The student must seek his or her adviser’s and program director’s permission with the expectation that every effort will be made to accommodate the jury service. If the student’s absence will create a hardship, he or she should seek a deferral or make arrangements to cover his or her responsibilities during his/her absence. Such arrangements must be approved by his/her program director. Graduate Assistants serving on jury duty will be paid their normal university stipend during the period of service, with the understanding that any compensation received for jury service must be returned to the university if his/her assistantship responsibilities remain uncovered. If the student makes arrangements to cover his or her assistantship commitment for the period in which he/she serves on jury duty, and those arrangements are approved by his/her program director, he/she may keep the jury duty compensation in total. The Graduate Assistant may also keep any travel reimbursement fees.

H. Termination

A Graduate Assistant is an at-will appointment and may be terminated with or without cause, unless there is an explicit written contract between the Assistant and the university that provides otherwise.

J. Military Duty

1. A Graduate Assistant who is a member of any reserve component of the United States Armed Forces, who is voluntarily or involuntarily ordered to extended U.S. military service, shall be granted time-off without pay.

2. The Graduate Assistant should provide to the appropriate administrator advance written notice of the call for impending training or active duty.

3. Within 90 days from the date of honorable discharge or completion of
training or active duty the Graduate Assistant shall be returned to his or her former position or its equivalent without loss of seniority, upon application for such position and re-enrollment as a graduate student.

Oversight for the recruitment, selection and management of Graduate Assistants falls under the auspices of The Graduate School.

**Related links:** [http://grad.uc.edu/student-life/graduate_studenthandbook.html](http://grad.uc.edu/student-life/graduate_studenthandbook.html)

**Phone Contacts:**

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<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
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<tbody>
<tr>
<td>Human Resources</td>
<td>513-556-6381</td>
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<tr>
<td>Student Financial Aid</td>
<td>513-556-1000</td>
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<tr>
<td>Payroll</td>
<td>513-556-2451</td>
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<tr>
<td>Graduate School</td>
<td>513-556-4335</td>
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