



## Surgical job negotiations: How current literature and expert opinion can inform your strategies



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### ABSTRACT

**Background:** Negotiation is an essential professional skill. Surgeons negotiating new roles must consider: 1) career level (e.g., new graduate, mid-career or leadership), 2) practice environment (e.g., academic, private practice), 3) organization (e.g., academic, university-affiliated, specialized center), and 4) work-life needs (e.g., geography, joint recruitment). **Methods:** A review of the literature related to surgical job negotiation was conducted. Expert opinion was also sought. **Results:** Current data and experience suggest that negotiation must be tailored to practice type, surgeon experience/skill set and should always occur with the advice of legal counsel. Understanding principled negotiation and engaging in preparation and practice will also improve negotiation skills. **Conclusions:** Our findings shed light on common blind spots among surgeons negotiating new professional roles and provide guidance on optimizing job negotiation skills.

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### Introduction

In a 2017 editorial plastic surgeon Dr. Debra Johnson stated that “Life is one big negotiation. [Women] constantly play out what we need to do today, this week, this month, and in the future. [They] set personal deadlines and goals. [They] prioritize [their] tasks: work, family, exercise, and recreation to determine how [they] spend [their] time.”<sup>1</sup> Despite this familiarity with negotiating in life, when it comes to the professional arena, women tend to initiate negotiations less frequently than their male counterparts.<sup>2,3</sup> Some attribute this often seen pattern to a lack of knowledge surrounding what is negotiable; undervaluing the worth of one’s skills, time and talents; expecting to be recognized for their work without

having to ask; fear of disrupting relationships; and being perceived negatively for asking.<sup>3</sup>

Nevertheless, developing strong negotiation skills is an invaluable component of achieving professional success. This review aims to discuss several important elements to the process of job negotiation relevant to those who are just embarking on securing their first position as well as to the seasoned surgeon who is seeking a change in practice environment or advancement in their field. We pay particular attention to areas which may be challenging to female professionals. We also review how differences in practice environments and institutional structures can affect what one should consider during the negotiation. This discourse is organized into four major sections: 1) conceptual model underlying negotiation, 2) learning the discipline, 3) what to negotiate, and 4) contracts and when to involve legal counsel.

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## Methods

Through iterative discussion, and with input from the leadership of the Association of Women Surgeons (AWS) and the AWS Publications Committee, the authors identified areas of importance to address as well as topics of particular relevance to female surgeons within the broader subject matter of job negotiations. From these discussions, key domains identified as important to explore were: 1) career levels - new graduate, mid-career or leadership; 2) practice environment - academic institution versus private practice; 3) organizational structure - physician practice versus hospital versus university-affiliated or specialized center; 4) work-life needs - geography, joint recruitment, etc.; and 5) need for legal counsel.

From these targeted domains, keywords were developed to aid in an appropriate literature search. An experienced research librarian performed a literature search in January 2020, querying the MEDLINE/PubMed and Scopus(Elsevier) databases from 2000 to January 2020 using the following keywords: surgeon/surgery, female/women, negotiate/negotiating/negotiation, employment, contract, salary, compensation, benefits. Appropriate MeSH terms were identified and used in MEDLINE. Duplications were removed and forty abstracts were identified as relevant from the search results. After further review from the senior author, thirty-four abstracts, the content of which were adjudicated to be the most relevant to this review, were selected for full-text evaluation. All the authors reviewed the full text articles and data relevant to the topics of discussion were incorporated into this review. Furthermore, additional relevant publications as well as expert opinions were curated by each author to further enrich this discourse, especially in areas in which little published data exist to inform the discussion.

## Results

### 1. Conceptual model underlying negotiation

To be able to negotiate well, one must first understand the goals of negotiation. Fisher and Ury, in the book *Getting to Yes: Negotiating Agreement Without Giving In* by the Harvard Negotiation Project, were the first to use the term “principled negotiation”.<sup>4</sup> Principled negotiation is defined as the method of obtaining what you are entitled to while still being decent. This strategy seeks to focus on the interests, rather than positions, of the negotiating parties, creatively identifies mutually satisfying options, delineates fair standards for assessment, with the ultimate goal of obtaining a wise agreement.<sup>4</sup> Within the context of a job negotiation, to be successful, one should have a good understanding of one’s aptitude, aspirations and values, an appreciation of the interest(s) of the employer, knowledge of the environment within which both parties must function, and agreement on objective measures and fair procedures to use. For example, a discrepancy may exist between the salary amount that a prospective employee wants and the amount that a prospective employer is willing to offer. As a prospective employee, one should not perceive the prospective employer as the enemy. Instead, one should acknowledge the employer’s valid interest, such as maintaining the financial health of their institution, while recognizing the interest of the prospective employee, such as needing a target salary in order to support a family expense. An objective criterion, such as an industry standard for regional salary medians, can be agreed upon as the negotiating starting point. With mutual understanding of each other’s interests, innovative solutions can be created which may achieve mutual gain, such as provision of alternative benefits that may be more cost neutral to the employer while fulfilling the personal needs of the employee.

### II. Learning the discipline

To ready oneself for effective negotiation, one must prepare, information gather and have an understanding of the process.<sup>5</sup>

Preparation consists of both the exercise of self-introspection and self-knowing as well as the physical practice of negotiating. Introspection is a critical initial step in preparing for negotiation but is often not thoroughly performed. Introspection allows for pragmatic evaluation of one’s priorities. Using one’s core values as true north not only enables one to readily identify more tangible or material terms for which to negotiate, but also allows for an honest valuation of each of these terms. For example, would one be willing to tolerate lower total compensation for more vacation time? Which is more valuable - a more robustly supported clinical environment, less call, more mentorship, greater potential for upward mobility, or a specific geographic location? In assessing one’s core values, be they personal or professional, it is also crucially important to delineate the best alternative to the negotiated agreement (BATNA).<sup>4</sup> Having a BATNA allows one to know when one should walk away from the negotiation because the terms are too unfavorable. For example, if one’s alternative is one’s current job, then it is important to identify what, at a minimum, is necessary for one to move from the current job to another position. When negotiating for a first job after residency or fellowship, it is important to articulate for oneself the minimum criteria necessary for one to accept a specific job.

The second component of preparation is practice. Negotiating is a skill which develops with active practice, and many people fail to engage in active practice prior to participating in negotiations. One can practice with a friend, colleague or mentor. Learn to frame discussions in a positive tone. Avoid negative words such as “sorry” or “no.” Negative language can create negative reactions and may place the other party into a defensive position hindering successful negotiation. An example response to a lower than desired salary offer may be: I am really excited to work here, and I know that I will bring a lot of value. I appreciate the offer at \$258,000. I was really expecting to be at \$275,000 based on my experience, drive and performance. Can we look at a salary of \$275,000 for this position?<sup>6</sup> Practice taking pauses. Pauses reduce making hasty decisions and also allow one to organize thoughts and rephrase potential negative terms. It is always better to stop and think rather than to say something that may impede negotiation.

Information gathering consists of both assessing one’s worth and the needs of the potential employer. Not knowing exactly what one is worth relative to comparable peers can lead to serious negative financial consequences over the course of one’s career. Several resources exist that can be used to establish a baseline value from which to start your negotiation. The Association of American Medical Colleges (AAMC) is a non-profit organization, which provides salary information for academic positions by geography and ranking.<sup>7</sup> The Medical Group Management Association (MGMA) is a similar data source for physician compensation.<sup>8</sup> Each institution chooses which salary database to use when determining salary offers for potential recruits. It is important to know which salary resource is being used by a prospective employer so one can best understand one’s value within that paradigm and negotiate a strong salary offer. These databases may sometimes be hard for an individual to access; however, a mentor, an academic department administrator or a university librarian may be able to help gain access to the database. In addition, for those lacking access to the more costly AAMC and MGMA data, there are other organizations with salary surveys, including Medscape<sup>9</sup>, Doximity,<sup>10</sup>, and Payscale,<sup>11</sup>, that provide some useful salary information. Other valuable but often underutilized resources are physician recruiters and colleagues. Physician recruiters can provide information about local

markets, average salary, educational backgrounds, subspecialties available in the local area and more. Although some physicians may find discussion of financial issues uncomfortable, discussing salary and compensation with one's co-fellows, co-faculty and mentors increases transparency amongst colleagues, provides useful information for negotiation and ameliorates the profession's taboo surrounding discussing compensation.<sup>12</sup> Importantly, while the data show that many women fail to negotiate their salary, those who did saw an average salary increase of 7%.<sup>13</sup>

Two additional critical pieces of information to gather include specifically delineating the source(s) of the compensation, whether it is a single source or dual sources, which is common in academics, as that may significantly affect benefits, such as retirement plan allocation, and tax burden. Additionally, it is important to know the duration of the contract, which may contain a salary guarantee for a short duration (e.g., 2–3 years), and how compensation will be assessed after this initial period. If one will enter a variable compensation model, then one must understand whether the compensation plan is based on the amount billed (often measured in work relative value units [wRVUs]) or amount collected. RVUs is a measurement unit assigned to a procedure or service based on the Centers for Medicaid and Medicare Services used to determine compensation.<sup>14</sup> How the practice is organized can also affect one's access to patients and to a robust insurance payor mix, which can affect clinical volume and reimbursement, respectively. These facts can help set appropriate salary expectations for both the immediate- and longer-term future.

While most job seekers focus on what they are looking for in a position, information about the needs of the employer are just as crucial to obtain. Failure to understand the organization to which one is about to join can be a major pitfall. One should understand the void or new growth that created the position for which one is applying. During initial conversations with the prospective employer or recruiter one should ask questions such as "What are your current priorities?," "What are the ideal attributes of your team?," and "Where do you see this organization in 5 years?" In addition, it is important to seek out information from publicly available resources including annual reports, online institutional marketing materials, and any press reports on the institution. Essentially, one must do a grey (i.e., material produced by organizations outside of the traditional commercial or academic publishing channels) literature review about the institution, department and/or practice group to seek pertinent information prior to the negotiations. Understanding an employer's priorities allows assessment of alignment with one's goals and also allows one to showcase how one's abilities can meet the needs of the employer.

Understanding the negotiation process is also critical to appropriate preparation. Negotiation is not a static, one time event; it is a series of events with new topics arising throughout the discussion.<sup>3</sup> There is an exchange of information; there is give and take; there is evaluation and re-evaluation. As such, building rapport with one's prospective employer strengthens communication throughout the negotiation process. Use of written communication, such as emails or other time-stamped written communication, can help ensure that both parties are on the same page as the negotiation moves forward.<sup>3,5</sup> Understanding that negotiation is a process with multiple interactions will allow for organization, flexibility and effective communication.

Lastly, being aware of internal and external stereotypes can help one navigate possible challenges during negotiations. Examples of internal stereotypes include research findings that women think they lack negotiation skills, view negotiation as a task or chore, and attempt to avoid negotiations.<sup>15</sup> More men, on the other hand, view negotiations as a sports competition, something to actively

participate in and potentially win.<sup>16</sup> This may allow men to ask for more than what they think they deserve, whereas women tend to only ask for what is necessary.<sup>3,17</sup> In addition, women undervalue themselves and give themselves less credit for professional success.<sup>18</sup> Such lack of confidence may prevent one from adequately expressing the skills, experience, and other value-added benefits one brings to the negotiation table. Secondly, external stereotypes often also work against women. Studies show that women are perceived as being demanding or difficult when they actively negotiate during hiring and promotions.<sup>19,20</sup> Therefore, in preparing to negotiate one must develop confidence by understanding that, although such biases exist, they are not a measure of one's worth and should not be a detractor to negotiating. Preparing for negotiation by creating a mental model via internal validation of one's strengths and successes and practicing how to state them in a way that is seen as confident but not aggressive may be the best way to achieve a satisfactory negotiation outcome.

Table 1 provides a list of online resources that may be helpful in negotiation preparation.

### III.A. *What to negotiate: career level considerations*

Negotiating for a first job requires knowing the market and the salaries for early-career surgeons. It also requires understanding what one's goals are; how one can provide value to the institution; and how to advocate for oneself.<sup>21,22</sup> A recent study showed that among new colorectal surgeons, nearly 50% of 149 study participants had other colorectal surgeons help them negotiate their contract terms, 30.7% sought legal advice, and 5.8% utilized a paid consultant to prepare for their negotiations.<sup>23</sup> New graduates should negotiate for a desired salary and typical benefits, while also asking for specific administrative support, clinical support, and practice management support (e.g., billers & coders; marketing); time and resources for continuing medical education, specialized training/credentials (e.g., ATLS, fluoroscopy), board certification and maintenance, and desired professional development (e.g., Master's degree, Lean training). For academic positions, one must clearly negotiate research resources (e.g., lab space, analyst support, post-doctoral support, equipment, clinical research nurse), time for conducting research, and a timeline (typically three years) for obtaining specific deliverables (e.g., foundation grant, NIH Career Development Award). In addition, availability and commitment of mentors should be specified whether for clinical or academic guidance. For example, one should ascertain: Who will be available as back up for a very hard case? Who will help grow research skills and target funding opportunities? Who will mentor and sponsor growth opportunities for future leadership roles or involvement in locoregional or national societies? Contracts offering "adequate" or "appropriate" amount of this additional support should be avoided. Just as one would never agree to a position where appropriate salary is offered without a specific number, one should never agree to a position with "adequate" research or administrative support. Everything is negotiable and must be specified in writing after reaching an agreement. Our review suggests that training programs should provide specific resources for negotiation training and career coaching from experienced faculty or local private practice surgeons to better prepare graduates for successful negotiation.<sup>15,24</sup> Individuals should actively seek senior surgeon mentorship as one navigates this process. Arming new graduates with data and skills is requisite to promoting early negotiation success.<sup>7,8</sup>

Mid-career negotiation also requires understanding one's value, keeping track of one's activities and accomplishments, and recognizing the benefits one provides.<sup>25</sup> In addition, self-advocacy, balancing assertiveness with a clear understanding of the needs of one's institution is necessary.<sup>25</sup> Importantly, at mid-career,

**Table 1**  
Online resources for successful negotiation.

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<a href="https://www.kevinmd.com/blog/2019/02/physician-negotiating-go-get-what-youre-worth.html">https://www.kevinmd.com/blog/2019/02/physician-negotiating-go-get-what-youre-worth.html</a> <sup>35</sup>
<a href="https://www.womensurgeons.org/news/383983/How-to-Negotiate-Practicing-Surgeon.htm">https://www.womensurgeons.org/news/383983/How-to-Negotiate-Practicing-Surgeon.htm</a> <sup>12</sup>
<a href="https://www.themuse.com/advice/how-to-negotiate-salary-37-tips-you-need-to-know">https://www.themuse.com/advice/how-to-negotiate-salary-37-tips-you-need-to-know</a> <sup>6</sup>
<a href="https://www.whitecoatinvestor.com/anatomy-of-a-complex-physician-contract-negotiation/">https://www.whitecoatinvestor.com/anatomy-of-a-complex-physician-contract-negotiation/</a> <sup>36</sup>
<a href="https://www.fastcompany.com/3068323/nine-words-and-phrases-to-avoid-when-youre-negotiating-a-salary">https://www.fastcompany.com/3068323/nine-words-and-phrases-to-avoid-when-youre-negotiating-a-salary</a> <sup>37</sup>
<a href="https://www.aamc.org/data-reports">https://www.aamc.org/data-reports</a> <sup>7</sup>
<a href="https://www.mgma.com/data/benchmarking-data/provider-compensation-data">https://www.mgma.com/data/benchmarking-data/provider-compensation-data</a> <sup>8</sup>

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negotiation items are not limited to salary or promotion. A comprehensive plan includes negotiating for work resources (e.g., a specific surgical technology, clinical support from advance practitioners, different/more OR block time, renovated clinic space), professional development (e.g., time to participate in national professional organizations, professional development courses), new leadership roles (e.g., clinical programmatic development, quality leadership, educational leadership) and personal goals that evolve over one's career (e.g., maternity leave, family time, time for travel). Factors to consider when negotiating should include how one's skills and qualifications can help provide specific value to the institution. If negotiating for a leadership position, the negotiation may focus more on resources one needs to succeed in the leadership position rather than individual compensation. Negotiation should be approached as a win-win process for both parties.<sup>3</sup>

There are many important topics to consider during a job negotiation. Table 2 provides a list of these topics.

### IIIB. What to negotiate: practice type and organizational structure

The two traditional categories of surgeon practices include private versus academic practice. Within the private practice category, there are surgeon-owned practices and employed-surgeon practices. Nevertheless, with the on-going changes in our healthcare economy, including greater interest in value-based care and accountable care organizations and increasing competition, many institutions are re-organizing and the lines between private versus academic as well as hospital versus university are blurring. With these differences becoming less distinct, identifying one's ideal environment will rely heavily on appropriately identifying one's values, priorities and goals.

Some of the organizational changes include evolution of the structure of academic health centers. To meet increasing public healthcare demands, medical schools, physicians as well as surgeons are increasing in numbers. Hospitals, which previously functioned as tertiary care centers serving predominantly private practice non-hospital-employed surgeons, are now incorporating into healthcare systems to consolidate costs and to engage in a race to employ physicians and surgeons. With decreasing reimbursements and increasing cost of medical liability, surgeons have been pressured to join hospitals either through an employed-based or partially employed-based position. As this occurs, there are opportunities to embrace new quasi academic and private salaried positions.

Many hospital systems are also reorganizing their surgical subspecialties to create "centers of excellence" or subspecialty hospitals to improve marketing and to optimize competition for national ranking. For example, colorectal surgery may be concentrated at one hospital within a system. Surgeons may be encouraged to perform elective surgeries at that hospital because the hospital will provide dedicated staffing to accommodate appropriate preoperative and postoperative care. Additionally, ostomy nurses may be concentrated at that hospital and block time rewarded to the colorectal surgeons.

Other benefits that may be available to those seeking academic or employed hospital positions include loan repayment benefits and signing bonuses. Additionally, academic positions may offer the ability for career growth, may provide merit rewards, and minimize concerns for having to worry about reimbursement and overhead.<sup>26</sup> Salary is usually based on measurable clinical work (e.g., overall surgical volume, relative value units (RVU) or reimbursement collected). In this situation, it is critical to negotiate resources that will allow one's practice to build up volume (for elective specialties) or to account for the fact that volume cannot necessarily be controlled (e.g., acute care surgery; transplant surgery).

In areas of high clinical need (e.g., cardiothoracic surgery, where reductions in fellowship training spots in 2000 resulted in a deficit of qualified surgeons), it may be possible to integrate a private practice model with a hospital-employed role.<sup>27</sup> In such circumstances, one can maintain one's independent practice without restrictive covenants while benefiting from a salary line to take call required by the hospital. In addition, this may create an opportunity for a clinical academic role through a university affiliation. University affiliation can provide opportunities for teaching at a medical school or supervising rotating students or residents.<sup>28</sup>

Surgeons in non-hospital employed roles generally follow a partnership track. While starting a solo practice entails a whole series of action items beyond the scope of this review, entering into an agreement with a multi-surgeon (two or more) or multi-specialty group requires negotiation on several key items including cost-sharing (e.g., overhead, marketing, benefits, profit distribution), timeline to/criteria for partnership whether based on years of service, surgical volume, or collections, and salary for time not working (e.g., travel for continuing medical education, maternity leave) given that in a typical private practice model one does not earn salary if one is not seeing patients or performing operations. One of the pitfalls of private practice is the increasing cost of liability insurance.

In addition to negotiating with a prospective employer, surgeons must also negotiate with themselves regarding what they may or may not be willing to give up or may gain in changing practice environments. For example, in most academic settings, relationships with industry will require disclosures. Moreover, a vascular surgeon who owns her own access center will have to surrender ownership as she onboards with a hospital system due to Stark laws.<sup>26,29</sup> A wound surgeon may benefit from additional co-pay revenue from being in a hospital-based facility that would not be available in an office-based setting. On the other hand, hospital-based settings may restrict the types of advanced dressings that one could have direct control over in one's own office.<sup>28</sup>

Listing out the benefits and drawbacks of each practice environment will help one determine what is most in line with one's values and goals.

### IIIC. What to negotiate: work-life priorities

While the concept of work-life balance is a myth,<sup>30,31</sup> most individuals in surgical careers in the modern era strive for work-life

**Table 2**  
Potential topics for negotiation.

Things to Consider in a Job Negotiation
Salary Concerns, including: <ul style="list-style-type: none"> <li>- Net Salary during ramp-up period, including length of ramp-up period (salary amount is protected during this time)</li> <li>- How income is generated (base salary, RVUs, collections, billings) once out of ramp-up period?</li> <li>- Are there consequences for failing to meet RVU targets?</li> </ul>
Is there a Probationary Period and what are the specifics associated with it?
Will the practice pay for Relocation Costs?
Is there Loan Repayment—particularly in underserved areas?
Benefits
Signing Bonus
Restrictive Covenants - three components to consider: <ol style="list-style-type: none"> <li>(1) non-competition, which sets forth the area and period of time in which you cannot practice close to your old job</li> <li>(2) non-solicitation, which sets forth rules about attracting patients to leave with you</li> <li>(3) non-employment, which sets forth rules about poaching staff when you depart</li> </ol>
* Preferable to eliminate or minimize noncompete agreement (restrictive covenants) in the event one leaves position for another locoregional position
Malpractice Coverage: <ul style="list-style-type: none"> <li>- Occurrence-based (more desirable): covers claims for an event that took place during the coverage period even if the claim is filed after the policy ends</li> <li>- Claims-based: provides coverage only if the policy is in effect both when the incident took place and when a lawsuit is filed</li> <li>- Tail coverage: provides a period of coverage beyond the time that the policy ends (can be expensive if paid by an individual)</li> <li>- Nose coverage: covers claims made under a previously terminated policy, as long as incident happened after current policy's retroactive date</li> </ul>
Resources that will allow one's practice to build up volume (physician liaison, marketing, resources that are specialty specific needed to build a practice)
Leave policy (vacation time, CME/education time, family leave)
CME Amount <ul style="list-style-type: none"> <li>- Travel/Conference Coverage (Time and Cost)</li> <li>- Is there separate cost coverage for professional fees (medical licensures, DEA, membership fees)</li> </ul>
OR Block Time
Clinic Space
Clinic Location/Days
Staff that will be allotted to you (MA, RN, PA/NP, Interpreters, etc.)
Work Hours required to maintain
Call Expectations (how much call, in-house/at-home, call pay, etc.) <ul style="list-style-type: none"> <li>- How Much Call/month</li> <li>- In-House/At-Home Call</li> <li>- Call Pay</li> <li>- Scope of Call Duties/Responsibility (Sub-specialty only, general surgery, trauma, etc)</li> </ul>
<b>SPECIFIC FOR PRIVATE PRACTICE</b>
How much cost-sharing is involved—how much one is responsible for clinic overhead, marketing, benefits)
How profit sharing/distribution is performed
Timeline and criteria to partnership including cost structure to buy into the practice
<b>SPECIFIC FOR ACADEMIC POSITION</b>
Protected time for teaching within the medical school and/or residency programs
Protected time for research
Tuition for Family (self, spouse, children) to pursue other degrees/education
Lab/research space, resources, and start-up funds
Promotion Consideration and timelines

integration, a concept that, nevertheless, is unique for each individual. It is critical during professional negotiations to have an internal dialogue regarding how a successful professional outcome will impact one's personal life. Engaging one's immediate or extended family or a peer support network into this conversation is immensely helpful. One should be aware that work and life are often not in precise balance – one's work or one's personal demands may variably take precedence, whether this is a day to day fluctuation or one related to one's stage in personal (e.g., young children at home) or professional life (e.g., leadership role).<sup>31</sup>

Before seeking a position, it is best to create a list of non-negotiable personal priorities. If you are unwilling, for example, to compromise on geography because of a spouse's job or desire to be near family then you cannot in good faith enter into negotiations with a potential employer in an undesirable location.

Control over professional time is perhaps one of the best ways to succeed at work-life integration. Therefore, one must consider how one's proposed professional roles and responsibilities will promote or hinder control over one's ability to meet personal priorities. In a

private practice setting, one might find more flexibility in when to see patients and when to operate, although this may result in a decrease in total salary.<sup>28,32</sup> On the other hand, distribution of roles in an academic setting might allow a similar flexibility based on rotation of time on service and allowance for administrative/academic activities.<sup>27</sup> Talking to surgeons in the practice or those who have recently departed can help inform how flexible professional time will be in any given employment model.

Personal priorities will also impact how one chooses one's total compensation package, which may include, in addition to salary, signing bonuses and other benefits, such as vacation time, retirement matching, cost of relocation, and ability to afford personal "items" such a private school tuition, living in the kind of home and location one desires, vacations costs, childcare costs, etc. Private practice compensation often exceeds academic practice compensation.<sup>33</sup> However, one may consider the contributions available in an academic setting (e.g., research, teaching) worth the cost of this salary differential.

Another possible concern is that of needing to create a similarly

rewarding professional situation for one's partner if a job involves relocating. If the partner is in the medical profession, a joint recruitment may be possible. This should be discussed at first contact with the prospective employer as joint recruitments take time given that not all departments have needs that line up timing wise. If the partner is in a non-medical field, the situation may be more complicated. Once beyond the initial phase of negotiating, it is important to make known the need to identify a job for one's partner and to ask for help or guidance.

Women tend to view their careers within the broader context of their lives.<sup>34</sup> When entering into negotiations, one must maintain an eye on both one's professional and personal lives. Nevertheless, this context may change over time, therefore, it is important to be aware of not only current needs but also have a perspective on longer term plans.

#### IV. Contracts and when to involve legal counsel

While personal conversations, electronic communications, and term letters are discussion only and non-binding, contracts to be signed and executed as the final step in negotiation are legally binding documents. Hence, signing a final contract for any position should not be done without due regard for pertinent legal issues. Jessica Ellel, J.D., Chair of the Health Law Practice at Houston Harbaugh in Pittsburgh, PA, states that physicians typically engage an attorney at two possible time points during a job search: at the beginning of the negotiation process or after the physician has decided she wants a particular position and is in the process of negotiating specific wants into an existing contract.(J. Ellel, telephone communication, February 11, 2020) While cost considerations can lead a physician to engage an attorney later in the negotiation process, this can put the physician at a significant disadvantage. If one has already decided that they want the position, then leverage during negotiations is lessened. Encouragingly, Ms. Ellel states that, in 15 years, she has only twice told a client that the terms of an employment contract were so egregious that she would recommend NOT taking a job.(J. Ellel, telephone communication, February 11, 2020).

It is also important to note that hospital systems and academic institutions are less likely to be flexible with contract changes as they are probably more likely to be bound by institutional compliance standards. Private practice groups may have more flexibility, leading to more variation in contract terms for private practice positions. This is especially important when considering negotiating parental or other leave. While most large hospital systems will cover maternity leave and leave for injury/illness/care for a family member under 'short term disability' or the Family and Medical Leave Act of 1993 (FMLA) for organizations with 50 or more employees, groups with fewer than 50 employees are not bound by FMLA but may have special policies in place that may be negotiable. If they do not, then specific legally binding terms for potential leave must be negotiated and written explicitly into the contract.

Ms. Ellel also shared five essential items that must be addressed in an employment contract. First, the employment contract should clearly state the length of the terms of employment covered by the contract and should explicitly state the potential grounds for termination. Second, provisions for tail coverage must be specified - who will pay for it and how long it will extend past the termination date. If an individual must cover their own tail coverage, it is possible to negotiate for a subsequent employer to cover the costs. Third, restrictive covenants, or non-compete clauses, are perhaps the most important but least negotiable contractual obligations. While the covenant must be reasonable to be upheld, what is 'reasonable' can be up for debate. Importantly, some states have outlawed or have proposed to outlaw restrictive covenants so an

attorney with knowledge of local legislation is key in selecting counsel. Fourth, total compensation, including salary, benefits, bonus structure, duration and terms of initial salary guarantee, if any, and exact criteria for any future salary withholds or reductions must be explicated in detail. Fifth, sign-on bonuses are often a valuable recruitment tool for employers and a welcome financial boost to cover the cost of a career transition for new employees. The contract should specify not only the amount but also whether there is a requirement to return either all or a portion of the sign on bonus should a physician leave the institution prior to a certain number of years of service.(J. Ellel, telephone communication, February 11, 2020).

The most important thing to remember is that your attorney can act as an advisor and advocate but is not a 'decision maker' in this process. Ultimately, an attorney can assist in identifying issues in a contract that a physician may not recognize, advocate for what is legal and reasonable in a negotiation/contract and advise on terms. She can be an invaluable partner when engaged at the right point in the negotiation.

#### Discussion

In this article, we discussed several important components to consider during the negotiation process, aggregating both data from peer-reviewed literature, grey literature as well as expert opinions to inform the results. Key elements that can support effective negotiation for both women and men across the career continuum include: 1) identify what is negotiable, 2) be aware of the normative salary ranges for that environment, 3) know one's goals, and 4) understand the value one brings to the institution. For mid-career and leadership negotiation, a deeper understanding of one's value and providing evidence to the same allows for a stronger negotiation position. Our current practice environment as surgeons has become exponentially more complex. However, this complexity creates opportunities to build unique careers with opportunities to thrive at work while maintaining one's personal goals.

As a society, we need to work on changing the perception of those who do negotiate. Although senior surgical leadership has a paucity of female representation, as more women rise to senior leadership and continue through their careers, they will be in positions to interview, will be the employer negotiator and can actively change the perceptions of how women engage in the negotiation process. However, at present, being self aware and articulating one's priorities and worth through information gathering and deliberate practice while understanding that internal and external stereotypes affect negotiation interactions will aid in successful negotiation. Coming to the table prepared and ready to advocate for oneself is empowering even if considered daunting at the outset. However, one must also respect the needs of the employer and capitalize on opportunities for mutual benefit. Engaging legal counsel can both help navigate the negotiation process and ensure that legally binding contracts are clear and reasonable, especially in regard to terms of employment and grounds for termination, malpractice insurance including tail coverage, restrictive covenants, total compensation structure, and conditions for sign-on bonuses. With this, employment negotiation can be an exciting and not dreaded process and can yield a successful outcome.

#### Declaration of competing interest

The authors have no conflict of interests.

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