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Providence Women's Clinic – Provider Unit

June 7, 2024

Article # - COMPENSATION

x.1 Payment of Salary. Providers' base salary will be paid out in equal amounts through regular payroll for professional medical services personally provided by providers. Providers are expected to meet any documentation and other requirements necessary to be billed by Providence to payers, patients or other responsible third parties.

x.2 Effective Date of Wage Increases. Any wage increases provided for in this Agreement will take effect on the first full payroll period following the date the increase is scheduled to occur. For example, if an increase is scheduled to occur on Wednesday May 1st (the middle of a pay period), the increase would be reflected in providers' base salary beginning the next pay period.

x.3 Compensation Reconciliation. Due to legal and regulatory requirements, the parties to this Agreement understand that it is very important for the Clinic to recoup any overpayments paid to bargaining unit providers. Providers shall cooperate in good faith with any post-service reviews, audits or investigation of services rendered by providers during the term of this Agreement. Providers shall promptly report to the Clinic any actual or expected overpayment or underpayment received and must reimburse the Clinic for any overpayment received.

x.4 Salaries for Bargaining Unit Providers.

x.4.1 Pro-Rating Salaries. Annual salaries will be pro-rated based on FTE and partial year status.

x.4.2 Fair Market Value and Commercial Reasonableness. The compensation for bargaining unit providers must, in the sole judgment of the Clinic, be deemed consistent with fair market value and commercial reasonableness.

x.4.3 OB/GYN Physician Compensation.

a. **OB/GYN Physicians.** Full-time (1.0) OB/GYN physicians will be paid an annual salary of \$312,837.00 ("Base Salary"). The Clinic reserves the right to, on an annual basis, adjust physicians' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic. If such adjustment is deemed necessary by the Clinic, it will take effect the first full payroll period of July in the year the adjustment occurs. During the life of this Agreement, the Clinic affirms it will not decrease OB/GYN Physicians' Base Salary, provided that it remains consistent with fair market value and commercial reasonableness. Further, assuming that market benchmark surveys used by the Clinic support such an increase and this Agreement has been ratified, the Clinic will, for July 1, 2025, guarantee at least a 1.0% increase to OB/GYNs' base salary.

b. **GYN Physicians.** Full-time (1.0) GYN physicians will be paid an annual salary of \$285,000.00 ("Base Salary"). The Clinic reserves the right to, on an annual basis, adjust physicians' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic. If such adjustment is deemed necessary by the Clinic, it will take effect the first full payroll period of July in the year the adjustment occurs. During the life of this Agreement, the Clinic affirms it will not decrease

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OB/GYN Physicians' Base Salary, provided that it remains consistent with fair market value and commercial reasonableness. Further, assuming that market benchmark surveys used by the Clinic support such an increase, the Clinic will, for July 1, 2025, guarantee at least a 1.0% increase to GYN Physician's Base Salary.

c. Clinic/Surgery-only OB/GYN Physician. If the Clinic decides to create a Clinic/Surgery -only OB/GYN physician position during the term of this Agreement, the Clinic will determine an annual salary for a clinic/surgery -only OB/GYN physician. The salary will take into account the fact that the physician does not participate in call coverage. The Clinic reserves the right to, on an annual basis, adjust such physician's base salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic.

d. Family Practice/OB Physician. Currently, the Clinic employs one .80 FTE Family Medicine physician with OB. This physician will be paid an annual salary of \$196,000.00 ("Base Salary"). The Clinic reserves the right to, on an annual basis, adjust physicians' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic. If such adjustment is deemed necessary by the Clinic, it will take effect the first full payroll period of July in the year the adjustment occurs. During the life of this Agreement, the Clinic affirms it will not decrease the Family Medicine with OB physician's Base Salary, provided that it remains consistent with fair market value and commercial reasonableness. Further, assuming that market benchmark surveys used by the Clinic support such an increase and this Agreement has been ratified, the Clinic will, for July 1, 2025, guarantee at least a 1.0% increase to Family Medicine with OB physician's Base Salary.

e. Value Based Incentive Compensation. Physicians will be eligible for Value Based Incentive Compensation up to \$20,000 (FTE adjusted) on an annual basis if physicians satisfy certain criteria established by the Clinic. The Clinic, in its sole judgement, shall determine physicians' performance and satisfaction of the VBI criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. VBI compensation shall be evaluated and paid out on a quarterly basis, no later than ninety (90) days after the incentive data has become available. In addition, to be eligible for VBI compensation, the physician must be employed on the date the payment is scheduled to occur. Physicians who resign or are terminated before the date of payment will not be eligible.

f. Excess Call Coverage Incentive Compensation for OB/GYN Physicians. If a physician volunteers to take greater than an average of four call shifts (1 call shift = 24 hours) per month, the physician will be compensated as follows: (i) \$3000.00 per twenty-four (24) hour shift (1 call shift), and; (2) \$1500.00 per twelve (12) hour shift (1/2 call shift). To be eligible for this extra compensation, physicians must provide first call coverage for a minimum of a twelve (12) hour shift. Compensation for extra call shifts will be reconciled and paid quarterly. The Clinic reserves the right to adjust excess call coverage incentive compensation. During the life of this Agreement, the Clinic affirms it will not decrease Excess Call Coverage Incentive compensation for OB/GYN physicians, provided that it remains consistent with fair market value and commercial reasonableness.

g. Back-up Call Coverage for OB/GYN Physicians. Back-up call coverage is shared and paid as part of OB/GYN physician's regular salary.

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h. Per Diem Rate for OB/GYN Physicians. Per diem OB/GYN Physicians will receive the following hourly rate for shift coverage: \$150.00 per hour. The Clinic has the right to increase this hourly rate. In the event that the Clinic decides to increase these rates, the Clinic will provide thirty (30) days advance notice to the Union, and upon request by the Union, will meet to discuss the effects of the change.

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x.4.4 Nurse Practitioner Compensation.

a. Base Salary and Quality Bonus. Full-time (1.0) Nurse Practitioners will be eligible for the following base salary and quality bonuses:

Tier	APC Experience	Rate	Base	Quality	Total Opportunity
Tier 1	Licensed <2 years	\$ 59.49	\$ 123,739	\$ 12,000	\$ 135,739
Tier 2	Licensed 2-5 years	\$ 63.25	\$ 131,560	\$ 12,000	\$ 143,560
Tier 3	Licensed 5-8 years	\$ 64.58	\$ 134,326	\$ 12,000	\$ 146,326
Tier 4	Licensed 8-12 years	\$ 65.92	\$ 137,114	\$ 12,000	\$ 149,114
Tier 5	Licensed 12+ years	\$ 67.53	\$ 140,462	\$ 12,000	\$ 152,462

b. Annual Adjustment to Compensation. The Clinic reserves the right to, on an annual basis, adjust Nurse Practitioners' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic. If such adjustment is deemed necessary by the Clinic, it will take effect the first full payroll period of July in the year the adjustment occurs. During the life of this Agreement, the Clinic affirms it will not decrease NPs' Base Salary, provided that it remains consistent with fair market value and commercial reasonableness. Further, assuming that market benchmark surveys used by the Clinic support such an increase and this Agreement has been ratified, the Clinic will, for July 1, 2025, guarantee at least a 1.0% increase to NPs' Base Salary.

c. Determination of Amount of Quality Bonus. The Clinic, in its sole discretion, shall determine Nurse Practitioners' performance and satisfaction of quality bonus criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. Nurse Practitioners' quality bonuses will be evaluated and paid out on a quarterly basis, no later than 90 days after the data relating to such bonuses has become available. To be eligible for the quality bonus, the Nurse Practitioner must be employed on the date the payment is scheduled to occur. Nurse Practitioners who resign or are terminated before the date of payment will not be eligible.

d. Per Diem Rate for Nurse Practitioners. Per diem Nurse Practitioners will receive an hourly rate which is equivalent to the rate for Tier 5 in the table above + 25%. The Clinic has the right to increase this hourly rate. In the event that the Clinic decides to increase these rates, the Clinic will provide thirty (30) days advance notice to the Union, and upon request by the Union, will meet to discuss the effects of the change.

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x.4.5 Certified Nurse Midwife Compensation.

a. Base Salary for CNMs with Call Coverage Duties. Full-time (1.0) CNMs will be eligible for the following base salary and Value Based Incentive/Quality bonuses (pro-rated for FTE and partial-year status):

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Tier	APC Experience	Rate	Base	Quality	Total Opportunity
Tier 1	Licensed <2 years	\$ 63.59	\$ 132,267	\$ 12,000	\$ 144,267
Tier 2	Licensed 2-5 years	\$ 67.33	\$ 140,046	\$ 12,000	\$ 152,046
Tier 3	Licensed 5-8 years	\$ 68.66	\$ 142,813	\$ 12,000	\$ 154,813
Tier 4	Licensed 8-12 years	\$ 70.01	\$ 145,621	\$ 12,000	\$ 157,621
Tier 5	Licensed 12+ years	\$ 71.61	\$ 148,949	\$ 12,000	\$ 160,949

b. Annual Adjustment for CNMs. The Clinic reserves the right to, on an annual basis, adjust CNMs' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic. If such adjustment is deemed necessary by the Clinic, it will take effect the first full payroll period of July in the year the adjustment occurs. During the life of this Agreement, the Clinic affirms it will not decrease CNMs' Base Salary, provided that it remains consistent with fair market value and commercial reasonableness. Further, assuming that market benchmark surveys used by the Clinic support such an increase and this Agreement has been ratified, the Clinic will, for July 1, 2025, guarantee at least a 1.0% increase to CNMs' Base Salary.

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b. Value Based Incentive/Quality Compensation for CNMs with Call Coverage Duties. CNMs with call coverage duties will be eligible for Value Based Incentive/Quality Bonus Compensation up to \$12,000 (FTE adjusted) on an annual basis if CNMs satisfy certain criteria established by the Clinic. The Clinic, in its sole discretion, shall determine CNMs' performance and satisfaction of the VBI criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. VBI compensation shall be evaluated and paid out on a quarterly basis, no later than ninety (90) days after the incentive data has become available. In addition, to be eligible for VBI compensation, the CNMs must be employed on the date the payment is scheduled to occur. CNMs who resign or are terminated before the date of payment will not be eligible.

c. Compensation for Extra Shift Coverage for CNMs with Call Coverage Duties. If a CNM volunteers to provide additional shift coverage of four (4), eight (8), twelve (12) or twenty-four (24) hours in excess of their FTE and regularly scheduled shifts, the CNM will receive incentive compensation equivalent to \$67.33 per hour + an additional \$6.06 per hour. Compensation for extra call shifts will be reconciled and paid quarterly. The Clinic reserves the right to adjust the compensation for extra shift coverage for CNMs. During the life of this Agreement, the Clinic affirms it will not decrease Extra Shift Coverage for CNMs, provided that it remains consistent with fair market value and commercial reasonableness.

d. Base Salary for CNMs with No Call Coverage Duties. If the Clinic decides to hire a CNM with no call coverage duties during the term of this Agreement, the Clinic will determine an annual salary for that position. The salary will take into account the fact that the CNM does not participate in call coverage. The Clinic reserves the right to, on an annual basis, adjust the CNM's base salary pursuant to its review and analysis of market benchmark surveys typically used by the Clinic.

e. Per Diem Rate for CNMs. Per diem CNMs will receive an hourly rate that is equivalent to the hourly rate at Tier 5 set forth in the table above + 25%. The Clinic has the right to increase this hourly rate. In the event that the Clinic decides to increase these rates, the Clinic will

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