MICHAEL A. SIRAGUSA
ERIE COUNTY ATTORNEY

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DEPARTMENT OF LAW

MICHELLE M. PARKER
FIRST ASSISTANT COUNTY ATTORNEY

JEREMY C. TOTH
SECOND ASSISTANT COUNTY ATTORNEY

June 13, 2014

Mr. Scott W. Kroll, Clerk
Erie County Legislature
92 Franklin Street. 4th Floor
Buffalo, New York 14202

Dear Mr. Kroll:

In compliance with the Resolution passed by the Erie County Legislature on June 25, 1987, regarding notification of lawsuits and claims filed against the County of Erie, enclosed please find a copy of the following:

File Name:	*Zuffranieri, Mary Ellen v. ECMCC and County of Erie*
Document Received:	Notice of Claim
Name of Claimant:	Mary Ellen Zuffranieri 2 Homewood Court Williamsville, New York 14221
Claimant's attorney:	Barry J. Donohue, Esq. 77 Broad Street Tonawanda, New York 14150

Should you have any questions, please call.

Very truly yours,

MICHAEL A. SIRAGUSA
Erie County Attorney

By: Michelle Parker
Michelle Parker
First Assistant County Attorney

MMP:dld
Enc.

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

MARY ELLEN ZUFFRANIERI,

Claimant,

v.

ERIE COUNTY MEDICAL CENTER,

COUNTY OF ERIE,

Respondents.

NOTICE OF CLAIM
County Law § 52,
Public Authorities Law § 3641

TO: CHRISTOPHER L. JACOBS, ERIE COUNTY CLERK
MICHAEL A. SIRAGUSA, ERIE COUNTY ATTORNEY
RICHARD C. CLELAND, PRESIDENT ECMC

MARY ELLEN ZUFFRANIERI, by her attorney, BARRY J. DONOHUE, ESQ., as and for her notice of claim against the respondents herein alleges:

1. She is and has been at all relevant times a resident of the County of Erie and State of New York, currently residing at 2 Homewood Court, Williamsville, New York 14221.

2. Her attorney in connection with the subject claim is Barry J. Donohue, Esq., 77 Broad Street, Tonawanda, New York 14150, (716) 693-0359.

3. On May 14, 2014, as more particularly detailed in the attached and incorporated Opinion and Award, Howard Foster, Arbitrator ruled that Claimant's Union had failed to comply with certain time deadlines contained in a collective bargaining agreement between CIVIL SERVICE EMPLOYEES ASSOCIATION INC., LOCAL 1000, AFSCME, AFLCIO and Respondents applicable to the scheduling of disciplinary discharge arbitrations and that as a

result of said Union failures the merits of the Claimant's grievance was never reached. Claimant had no knowledge that her Union was not properly pursuing the grievance protesting her discharge until after the aforementioned award of Arbitrator Foster was issued. The Union's conduct including, but not limited to, its failure to properly move Claimant's grievance to arbitration constitutes a breach of the Union's duty of fair representation. Said breach paves the way for a direct action against Respondents. *See* CPLR §217.

4. At the time of Claimant's wrongful termination on May 18, 2011 she had been employed by Respondents in various capacities for over 30 years. May 18, 2011 Claimant's employment with Respondents was terminated for purportedly accessing patients' protected health information in violation of Respondents' HIPPA policies. Respondents' termination of Claimant was a breach of the collective bargaining agreement in that said agreement prohibits termination of employment except in cases of incompetency or misconduct in the performance of his or her duties. Claimant had an exemplary work history with Respondents. Her actions did not constitute incompetency nor misconduct in that she only accessed protected health information legally, pursuant to the authority given to her by Respondents, and only in the performance of her work duties as Supervisor General Ledger A/R. Further, to the extent any alleged violation of Respondents' then extant policies concerning protected health information occurred, such violation would not have supported the penalty of termination.

5. As a result of Respondents' unlawful termination of Claimant's employment claimant has lost and continues to lose wages, benefits and pension accruals and seeks reinstatement to her employment.

6. Claimant's salary for the year ending March 31, 2011 was $43,979.44. The value of

her benefits was approximately $18,000 per year. And she has lost pension accruals and the payment of past and future health insurance premiums. She has remained unemployed since her unlawful separation of employment from Respondents.

The aforesaid Claimant therefore presents this claim for adjustment and payment. You are hereby notified that unless it is adjusted and paid within the time provided by law from the date of presentation to you, the Claimant intends to commence an action of this claim.

Dated: June 11, 2014
Tonawanda, New York 14150

BARRY J. DONOHUE
Attorney for Claimant
77 Broad Street
Tonawanda, New York 14150
(716) 693-0359

MARY ELLEN ZUFFRANIERI, being duly sworn deposes and says: that I am the Claimant in the within action; that I have read the foregoing Notice of Claim and know the contents thereof; that the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters I believe them to be true.

MARY ELLEN ZUFFRANIERI

Sworn to and subscribed before me
this 11th day of June, 2014.

BARRY J. DONOHUE
Notary Public, State of New York
Erie County
My Commission Expires
3/12/17

Notary Public

I have no knowledge, or reason to believe, that any of the factual submissions contained herein are false.

6/11/14
Date

Barry J. Donohue, Esq.