

IN THE EXECUTIVE ETHICS COMMISSION
OF THE STATE OF ILLINOIS

In re: ANTHONY DUDEK,) OEIG Case #12-01980

OEIG FINAL REPORT (REDACTED)

Below is a final summary report from an Executive Inspector General. The General Assembly has directed the Executive Ethics Commission (Commission) to redact information from this report that may reveal the identity of witnesses, complainants or informants and “any other information it believes should not be made public.” 5 ILCS 430/20-52(b).

The Commission exercises this responsibility with great caution and with the goal of balancing the sometimes-competing interests of increasing transparency and operating with fairness to the accused. In order to balance these interests, the Commission may redact certain information contained in this report. The redactions are made with the understanding that the subject or subjects of the investigation have had no opportunity to rebut the report’s factual allegations or legal conclusions before the Commission.

The Commission received a final report from the Governor’s Office of Executive Inspector General (“OEIG”) and a response from the agency in this matter. The Commission, pursuant to 5 ILCS 430/20-52, redacted the final report and mailed copies of the redacted version and responses to the Attorney General, the Governor’s Executive Inspector General and to Anthony Dudek at his last known addresses.

The Commission reviewed all suggestions received and makes this document available pursuant to 5 ILCS 430/20-52.

FINAL REPORT

I. Allegations

The Chicago Transit Authority (CTA) Office of Inspector General (CTA-OIG) received an anonymous complaint alleging that CTA Bus Maintenance Manager Anthony Dudek had his daughter’s car repaired at a CTA facility. During the course of the CTA-OIG investigation, it received another anonymous complaint alleging that Mr. Dudek submitted a false document to a CTA-OIG investigator. The Office of Executive Inspector General (OEIG) assumed the investigation pursuant to Section 75-10(b) of the State Officials and Employees Ethics Act (Ethics Act).

The OEIG’s investigation did not reveal that Mr. Dudek had his daughter’s car repaired at a CTA facility. Rather, the investigation revealed that Mr. Dudek had his daughter’s car repaired at Bus and Truck of Chicago, Inc. (B&T), a subcontractor to a CTA vendor that repaired CTA vehicles under Mr. Dudek’s supervision and inspection. Furthermore, the investigation revealed that Mr. Dudek intentionally asked B&T to create a false invoice, which he then knowingly presented to the CTA-OIG in an attempt to conceal his misconduct. The OEIG finds that Mr. Dudek violated CTA policies and recommends he be disciplined.

II. Background

A. Anthony Dudek's Job Duties as a Senior Technician

At the time of the alleged conduct, Mr. Dudek worked as a Senior Technician, Quality Improvement.¹ Mr. Dudek's job duties and responsibilities included supervising repair and maintenance work performed on CTA buses by B&T.² In order to supervise CTA bus repairs, Mr. Dudek traveled daily to B&T to monitor the work being performed.

B. Bus and Truck of Chicago, Inc.

On its website, B&T promotes itself as "The Bus and Truck Experts,"³ and offers "Complete Bus Programs."⁴ Under the "Customers" section of its website, B&T lists the CTA as one of its customers.⁵

III. Investigation

A. Anthony Dudek's Daughter was Involved in Automobile Accident and Received a State Farm Insurance Estimate and Check for Repairs

On August 22, 2011, Mr. Dudek's daughter was involved in an automobile accident in her 2009 Chevrolet Malibu.⁶ Mr. Dudek's daughter was insured by State Farm Insurance (State Farm). State Farm records indicated that she resided with her father.

State Farm estimated the cost to repair the 2009 Chevrolet Malibu at approximately \$473.80 for labor and \$932.31 for parts, for a total of \$1,406.11. In light of the fact that there was a \$500 deductible on Mr. Dudek's daughter's policy, on August 26, 2011, State Farm issued her a check for \$906.11 (\$1,406.11 - \$500) to reimburse her for car repairs at a facility of her choice.

B. CTA-OIG Investigation

At the time the OEIG assumed this investigation, the CTA-OIG had already conducted a partial investigation into the allegations surrounding Mr. Dudek. During the course of its investigation, two CTA-OIG investigators worked on this matter.

1. Interview of the First CTA-OIG Investigator

¹ In approximately October 2012, Mr. Dudek was promoted to a Bus Maintenance Manager position. As part of his new job duties, he is no longer directly inspecting and supervising repairs being performed at B&T.

² During the relevant time period, B&T did not have a contractual relationship with CTA regarding repairing CTA buses. Rather, CTA purchased buses from the bus manufacturers, who in turn had contracts with B&T to perform service and warranty work.

³ <http://www.busntruckchicago.com/index.html> (last visited May 1, 2013).

⁴ <http://www.busntruckchicago.com/busrepairs.html> (last visited May 1, 2013).

⁵ <http://www.busntruckchicago.com/customers.html> (last visited May 1, 2013).

⁶ Illinois Secretary of State records reveal that Mr. Dudek's daughter is the owner of this car.

On December 12, 2012, OEIG investigators interviewed the CTA-OIG investigator who initially worked on the CTA-OIG's investigation.

The CTA-OIG investigator stated that during the investigation, he asked Mr. Dudek for documentation reflecting where his daughter's car had been repaired. Mr. Dudek subsequently provided the first CTA-OIG investigator with a \$906.11 invoice with the name "Randy" printed on the top portion of the invoice (hereinafter, the "Randy invoice").

A review of the Randy invoice revealed that other than the word "RANDY" printed in capital letters in the upper left hand corner, the Randy invoice lacked any information indicating its origin. For example, although the Randy invoice has spaces to list a phone number, fax number, invoice number, and project number, all of these spaces were blank.

The Randy invoice, however, did note that work was performed on a 2009 Chevrolet Malibu for a total of \$906.11, or the exact amount of the State Farm check issued to Mr. Dudek's daughter. A breakdown of the \$906.11 figure in the "description" field reflected \$400 for "Repair per estimate from State Farm," \$461.15 for materials, and \$44.96 for taxes. The description field also listed Mr. Dudek's daughter's name.

After having received the Randy invoice from Mr. Dudek, the case was transferred to another CTA-OIG investigator.

2. *Interview of the Second CTA-OIG Investigator*

On December 12, 2012, OEIG investigators interviewed the subsequent CTA-OIG investigator involved in this matter. The second CTA-OIG investigator told OEIG investigators that, after Mr. Dudek produced the Randy invoice, the CTA-OIG received an anonymous letter stating that the Randy invoice was fake and had been created by Mr. Dudek.

In response to the information received, the second CTA-OIG investigator spoke with Mr. Dudek and asked him for Randy's contact information. Mr. Dudek informed the CTA-OIG investigator that he would have to speak to his attorney and that Randy did not want to get involved. After subsequent discussions with Mr. Dudek, the second CTA-OIG investigator said he received a phone call from someone who identified himself as "Randy."

The second CTA-OIG investigator, who spoke with Randy, said he asked Randy for the address where Mr. Dudek's daughter's car was repaired and for any documents identifying the cost of repair. In response, Randy stated he had performed the repairs as a "side job" for Mr. Dudek and that he could not provide that information without first speaking to Mr. Dudek. The second CTA-OIG investigator later learned that Randy's full name was Randy ██████████ and that he was a B&T employee.

According to the second CTA-OIG investigator, Mr. ██████████ also told him (the CTA-OIG investigator) that Mr. Dudek asked him to create the Randy invoice. Mr. ██████████ also told the second CTA-OIG investigator that Mr. Dudek gave him specific instructions on what was to be included on the Randy invoice. Specifically, Mr. ██████████ said Mr. Dudek instructed him to make certain the invoice was "vague and generic, with no names or addresses."

C. Original Invoice and Work Order

As part of its investigation, the OEIG sought and obtained the actual B&T invoice reflecting the work performed on Mr. Dudek's daughter's car (hereinafter, the "original B&T invoice"). The original B&T invoice is nearly identical to the Randy invoice except for the information identifying B&T's name and address in the upper left hand corner, and because the spaces for phone number, fax number, invoice number, and project number were filled in with B&T identifiers on the original B&T invoice. Both invoices otherwise are similar and both list the total cost for work performed on a 2009 Chevrolet Malibu as \$906.11.

B&T also provided OEIG investigators with a copy of its internal work order for the repair (hereinafter, the "Internal Work Order"). The Internal Work Order has B&T's name and contact information listed near the top of the document. Under the "address" field of the document, it lists the full name of Mr. Dudek's daughter and within other various fields, describes the work performed on the 2009 Chevrolet Malibu, and also documents the car parts and paint used to repair the car. The total repairs for Mr. Dudek daughter's car were listed at \$915.28 or \$9.17 more than both the \$906.11 Randy invoice and the original B&T invoice.

D. Interviews of [REDACTED] Randy [REDACTED]

1. Mr. Dudek asked B&T to repair his daughter's car

In early 2013, OEIG investigators interviewed [REDACTED] Randy [REDACTED].⁷ Mr. [REDACTED] confirmed knowing Mr. Dudek as the CTA employee who had previously supervised repairs performed on CTA vehicles at B&T.

[REDACTED] stated that in approximately September 2011, Mr. Dudek brought in a State Farm estimate for his daughter's car and asked if B&T could repair the car for \$906.11, the amount of the State Farm check. [REDACTED] stated that after he and other B&T employees looked at the estimate, he decided that B&T could repair the car for the check amount (\$906.11). [REDACTED] said he told Mr. Dudek that he would let him (Mr. Dudek) know when to bring the car in for repairs. [REDACTED] stated that, in late September 2011, Mr. Dudek brought his daughter's car into B&T for the repairs.

Investigators showed [REDACTED] the Internal Work Order reflecting that the repairs on Mr. Dudek's daughter's car totaled \$915.28 rather than \$906.11. After reviewing this document, [REDACTED] told investigators that he obtained an internal estimate of B&T's labor costs and that he "backed in" to B&T's costs for parts, *i.e.*, regardless of the actual cost for parts B&T agreed not to charge Mr. Dudek's daughter anything more than \$906.11, even after B&T charged for its labor.

[REDACTED] also stated that B&T would normally add an additional 20% on the cost of parts. However, Mr. [REDACTED] stated that, in this instance, the 20% charge was not applied. Mr. [REDACTED] also told investigators that the work on the car helped offset some of

⁷ [REDACTED].

B&T's overhead costs; specifically, B&T worked on Mr. Dudek's daughter's car when business was slow and, absent this work, the B&T mechanic may have otherwise been paid by B&T to sweep the floor.

2. *Mr. Dudek asked Mr. [REDACTED] to create the Randy invoice*

Investigators then asked Mr. [REDACTED] about the Randy invoice to determine if he had any knowledge about this invoice. Mr. [REDACTED] confirmed that he created the Randy invoice and that he did so at the direction of Mr. Dudek.

Mr. [REDACTED] stated that Mr. Dudek came to B&T and told him that he (Mr. Dudek) was being investigated by the CTA-OIG and needed an invoice that indicated that the work was not completed on CTA property. Specifically, Mr. Dudek asked him (Mr. [REDACTED]) to create another invoice and remove any information identifying that B&T had performed the work on Mr. Dudek's daughter's car. Mr. Dudek instructed him (Mr. [REDACTED]) to put his name (Randy) on the invoice.

Mr. [REDACTED] stated that he complied with Mr. Dudek's requests, created the Randy invoice, and gave it to him (Mr. Dudek).

E. Interview of Bus Maintenance Manager Anthony Dudek

On March 6, 2013, investigators interviewed Bus Maintenance Manager Anthony Dudek for the purposes of ascertaining Mr. Dudek's knowledge and involvement in the repair of his daughter's car at B&T, the creation of the Randy invoice, and the submission of the Randy invoice to the CTA-OIG.

1. *Mr. Dudek confirmed asking B&T to repair his daughter's car*

OEIG investigators initially asked Mr. Dudek to explain the circumstances surrounding the repair of his daughter's car after her automobile accident. Mr. Dudek stated that his daughter was in a car accident and asked him if he knew where she could have her car repaired. Mr. Dudek stated that, because of his work inspecting B&T's repairs of CTA vehicles, he thought that B&T did quality work and could perform the repairs. Thus, Mr. Dudek subsequently asked B&T to repair his daughter's car.

Mr. Dudek stated that, prior to the time of the accident, his daughter had started renting an apartment and no longer lived at his residence.⁸ For that reason, Mr. Dudek's daughter dropped her car at his house so that he could drive the car to B&T to be repaired. Mr. Dudek stated that, at the time he had the repairs performed, he did not see anything unethical about having his daughter's car repaired at B&T even though he inspected B&T's work on behalf of the CTA.

Mr. Dudek initially told OEIG investigators that he did not know that the amount B&T charged his daughter was \$906.11, which was the exact amount of the State Farm check. In fact,

⁸Investigators confirmed that Mr. Dudek's daughter had signed a lease to rent and live in an apartment (separate from her father) prior to the August 22, 2011 accident and subsequent car repairs.

after being shown a copy of the check his daughter wrote to pay for the repairs, Mr. Dudek stated he was surprised to see that the amount was exactly \$906.11.

After investigators questioned Mr. Dudek further about how the amount B&T charged his daughter was exactly the amount she received from State Farm, Mr. Dudek confirmed that he did specifically ask B&T if they could repair his daughter's car for \$906.11. Mr. Dudek stated that, at the time he asked B&T to repair his daughter's car, he brought the State Farm estimate to B&T and understood that B&T was going "eat the deductible[.]"

Mr. Dudek stated that he believed B&T was able to repair the car for \$500 less than the \$1,406.11 State Farm estimate, or \$906.11, because B&T was going to use after market car parts. Mr. Dudek said he did not know that B&T normally charged customers an additional 20% for parts or that B&T did not charge his daughter according to their standard practice.

2. *Mr. Dudek initially denied attempting to hide that B&T performed the work on his daughter's car*

OEIG investigators asked Mr. Dudek about the CTA-OIG's investigation into the repair of his daughter's car. Initially, Mr. Dudek told OEIG investigators that he never attempted to hide his actions and did not submit a false document to the CTA-OIG investigators. In fact, Mr. Dudek stated that the first CTA-OIG investigator asked for a document indicating where the car repair work was performed and allegedly told him that he (the first CTA-OIG investigator) did not care what name was on the invoice.

After OEIG investigators asked Mr. Dudek why the first CTA-OIG investigator would request an inaccurate document, and why he did not simply provide the invoice he received from B&T, Mr. Dudek stated that he:

- was confused and must have misunderstood the first CTA-OIG investigator's request;
- turned over the Randy invoice because of "stupidity;"
- "didn't know;" and
- "thought if [he] just turned in a receipt . . . that would be the end of it (the CTA-OIG investigation)."

3. *Mr. Dudek confirmed asking Mr. ██████████ to create the Randy invoice and trying to hide that B&T performed the work on his daughter's car*

OEIG investigators then questioned Mr. Dudek further about the plausibility of the aforementioned statements. Mr. Dudek eventually confirmed that he did ask Mr. ██████████ to create the Randy invoice. Mr. Dudek stated that he told Mr. ██████████ what to include when creating the Randy invoice, specifically asking that Mr. ██████████:

- put his name (Randy) on the invoice; and
- remove all information from the invoice showing that B&T performed the work on his daughter's car.

Mr. Dudek stated that he did not want to include B&T's name on the invoice he gave to the first CTA-OIG investigator because he did not want B&T to become involved in the CTA-OIG's investigation. Furthermore, Mr. Dudek also said that he did not want the CTA-OIG to know B&T had repaired his daughter's car because it had the appearance of a conflict of interest and he did not want to be further investigated by the CTA-OIG. Mr. Dudek finally stated that the Randy invoice was not an accurate document and that he submitted the inaccurate document to the CTA-OIG.

IV. Analysis

A. CTA's Rule on Personal Conduct

The "Personal Conduct" provision in the CTA's General Rule Book provides that CTA employees may not engage in certain activities. The CTA's Personal Conduct provision prohibits employees from engaging in conduct unbecoming an employee.⁹ As set forth below, Mr. Dudek's conduct violated this provision, and at times, others, in various manners.

1. *Anthony Dudek Falsified a Written Document by asking Mr. [REDACTED] to Create the Randy Invoice*

The CTA's Personal Conduct provision specifically prohibits CTA employees from falsifying any verbal or written statements.¹⁰ The investigation in this matter revealed that Mr. Dudek specifically asked Mr. [REDACTED] to create a "vague and generic" invoice void of any identifiers and to instead list the name Randy on the invoice. In other words, Mr. Dudek asked Mr. [REDACTED] to create a false invoice. In fact, Mr. Dudek admitted and Mr. [REDACTED] confirmed that he (Mr. Dudek) dictated what information was to be included (and therefore excluded) on the Randy invoice.

Although Mr. Dudek did not personally type the false invoice, he directed Mr. [REDACTED] to create the fictitious invoice and controlled what was written on the document, so that he could present the false document to the CTA-OIG. Thus, Mr. Dudek authored a falsified written statement and this allegation is **FOUNDED**.

2. *Anthony Dudek Knowingly Presented the False Document to the CTA-OIG*

The OEIG finds that not only did Mr. Dudek create a false document, he also engaged in conduct unbecoming an employee when he knowingly presented a false document, *i.e.*, the Randy invoice, to the CTA-OIG. The first CTA-OIG investigator requested from Mr. Dudek any documentation identifying where Mr. Dudek had his daughter's car repaired. Rather than submit the original invoice he received from B&T, which would have been an accurate and truthful document showing that B&T performed the work on his daughter's car, Mr. Dudek caused Mr. [REDACTED] to create the fictitious invoice and knowingly submitted the fictitious

⁹ CTA General Rule Book (effective 10/01/1989), "Personal Conduct," rule 14(e).

¹⁰ The rule states that "The following acts are not permissible. . . . Falsifying any *written or verbal* statement." "Personal Conduct," Rule 14(j), CTA's General Rule Book (effective Oct. 1, 1989) (emphasis in original).

document to CTA-OIG.

Indeed, as Mr. Dudek admitted during his interview that the Randy invoice was inaccurate, he knew at the time he submitted the Randy invoice to the CTA-OIG that it was a false document. Given that he knowingly submitted a false document, Mr. Dudek engaged in conduct unbecoming an employee. Thus, the allegation is **FOUNDED**.

3. *Anthony Dudek Intentionally Misled CTA-OIG Investigators*

In his OEIG interview, Mr. Dudek also stated that he gave the CTA-OIG investigators the fraudulent Randy invoice specifically because he wanted to conceal the fact that B&T repaired his daughter's car. Mr. Dudek explained that he did not want the CTA-OIG to learn of B&T's involvement because he realized that having B&T repair his daughter's car had an appearance of a conflict of interest and he did not want to be further investigated by the CTA-OIG.

Mr. Dudek's actions were self-serving and clearly designed to obscure his conduct and to conceal it from being discovered by the CTA-OIG. Thus, Mr. Dudek intentionally sought to mislead an investigation into his actions, which the OEIG concludes is conduct unbecoming an employee, and the allegation is **FOUNDED**.

4. *Anthony Dudek Inappropriately Asked B&T to Repair his Daughter's Car*

Mr. Dudek admitted to asking B&T—a company whose business interests he could substantially affect given that he supervised and inspected the work being performed there on CTA buses—to repair his daughter's car for \$906.11, presumably to obtain the benefit of a discount. In making this request, Mr. Dudek engaged in conduct that has the appearance of impropriety, because as a CTA employee, he oversaw B&T as part of his job responsibilities and, by asking them to repair his daughter's car, it is clear he was seeking preferential treatment from B&T to perform repair work at a discounted rate. The OEIG concludes that this is conduct unbecoming an employee and the allegation that Mr. Dudek inappropriately requested that B&T perform work on his daughter's car is **FOUNDED**.

5. *Anthony Dudek Received a Discount from B&T for his Daughter*

The OEIG also concludes that Mr. Dudek's request actually resulted in him receiving preferential treatment for his daughter from B&T, *e.g.*, B&T deviated from its standard business practices and did not charge Mr. Dudek's daughter its standard 20% markup on parts. In effect, B&T gave Mr. Dudek's daughter something of value, *i.e.*, a discount on the amount it normally charges for parts. As Mr. ██████████ told investigators, B&T deviated from its standard practice of marking up parts because Mr. Dudek asked B&T to repair the car specifically for \$906.11.

If Mr. Dudek had not made this request, B&T could have charged at a minimum the total cost of repairs of \$915.28 (as shown on the Internal Work Order) plus the 20% mark-up on parts, or may even have charged the full amount of the estimate, which State Farm estimated at \$1,406.11. Mr. Dudek's request caused B&T to not follow its standard business practices, and resulted in his daughter receiving something of value from B&T. Mr. Dudek's actions were inappropriate and constitute conduct unbecoming an employee. Thus, the allegation is

FOUNDED.

B. Ethics Act Gift Ban Provision

The Ethics Act prohibits the solicitation and acceptance of gifts from prohibited sources to State employees.¹¹ The Ethics Act defines “State employees” to include CTA employees.¹² “Gift” includes any discount given to the employee.¹³ The ban against the acceptance of gifts also applies to, and includes, any immediate family **living** with the employee.¹⁴

B&T is a prohibited source under the Ethics Act because it had interests that Mr. Dudek could have substantially affected, given that he supervised the work being performed there.¹⁵ Mr. Dudek, on behalf of his daughter, received gifts from B&T in the form of a discount on the cost of repairing his daughter’s car. Specifically, by not charging Mr. Dudek’s daughter its customary mark up of 20% on parts, B&T provided a discount that it would not have given to another customer.

Although Mr. Dudek’s daughter received the discount, the Ethics Act extends its prohibition on the acceptance of gifts to any immediate family member living with the employee. The investigation revealed that although Mr. Dudek’s daughter listed her father’s address on the insurance estimate and her personal check given to B&T, she had moved out of his residence.¹⁶ Accordingly, in approximately May 2011, when the relevant conduct occurred, Mr. Dudek’s daughter had stopped residing with her father.

Because the Ethics Act proscribes the acceptance of gifts to immediate family members living with the employee, and the evidence indicates that Mr. Dudek’s daughter did not live with her father when she accepted the gift from B&T, the OEIG cannot conclude that her acceptance of the discount from B&T violates the Ethics Act; thus, the allegation is **UNFOUNDED**.

¹¹ 5 ILCS 430/10-10. *See also*, “Gift Ban,” section 2.4 of the Ethics Ordinance of the Chicago Transit Authority.

¹² 5 ILCS 430/75-5(a).

¹³ 5 ILCS 430/10-10.

¹⁴ 5 ILCS 430/10-10 (emphasis added).

¹⁵ 5 ILCS 430/1-5.

¹⁶ Mr. Dudek’s daughter’s current Illinois driver’s license also lists her dad’s address. The OEIG notes that the Illinois Secretary of State requires you to update your address within 10 days of moving. http://www.cyberdriveillinois.com/departments/drivers/drivers_license/drlicid.html (last visited March 20, 2013).

V. Recommendations

Following due investigation, the OEIG issues these findings:

- **FOUNDED** – Anthony Dudek engaged in conduct unbecoming an employee by falsifying a written statement.
- **FOUNDED** – Anthony Dudek engaged in conduct unbecoming an employee by submitting a false document to the CTA-OIG.
- **FOUNDED** – Anthony Dudek engaged in conduct unbecoming an employee by intentionally misleading the CTA-OIG investigators during their investigation into his actions related to his daughter’s car repairs.
- **FOUNDED** – Anthony Dudek engaged in conduct unbecoming an employee by requesting that B&T repair his daughter’s car.
- **FOUNDED** – Anthony Dudek engaged in conduct unbecoming an employee by allowing B&T to repair his daughter’s car, which resulted in his daughter receiving something of value from B&T based on his actions.
- **UNFOUNDED** – Anthony Dudek did not violate the Ethics Act’s Gift Ban provision when his daughter received a discount from B&T.

The OEIG recommends that the CTA discipline Anthony Dudek. Furthermore, given that Mr. Dudek was recently promoted, the OEIG requests that the CTA reconsider whether Mr. Dudek is deserving of such a promotion in light of this report.

No further investigative action is warranted and this case is considered closed.

Date: May 7, 2013

Office of Executive Inspector General
for the Agencies of the Illinois Governor
69 W. Washington St., Suite 3400
Chicago, IL 60602-3152

William “Skip” Benz
Assistant Inspector General

Carl Weaver
Investigator # 127



Office of Executive Inspector General
for the Agencies of the Illinois Governor
www.inspectorgeneral.illinois.gov

OEIG RESPONSE FORM

Case Number: 12-01980

Return By: _____

Please check the box that applies. (Please attach additional materials, as necessary.)

We have implemented all of the OEIG recommendations. Please provide details as to actions taken:

We will implement all of the OEIG recommendations but will require additional time. We will report to OEIG within 30 days from the original return date.

We do not wish to implement any of the OEIG recommendations. Please provide details as to actions taken, if any, in response to OEIG recommendations:

[Signature]
Signature

CTA Director, Bus Maintenance
Print Agency and Job Title

George Cavelle
Print Name

5/24/13
Date



TO: Office of Executive Inspector General

FROM: George Cavelle
Director, Bus Maintenance
Chicago Transit Authority

DATE: June 21, 2013

RE: **OEIG Case No. 12-1980 – FINAL REPORT
RESPONSE REQUIRED**

The above-referenced final report involves allegations of misconduct by CTA employee Anthony Dudek. The OEIG concluded that Mr. Dudek violated the "Personal Conduct" provision in CTA's General Rule Book, which prohibits employees from engaging in unbecoming conduct.

In response to the OEIG's findings and recommendations, CTA disciplined Mr. Dudek. First, Mr. Dudek must serve a suspension of three (3) weeks without pay. Following his unpaid suspension, Mr. Dudek will be placed on disciplinary probation for one (1) year. In addition, Mr. Dudek will be prohibited from further contact and dealings with Bus and Truck of Chicago (B&T) for the remainder of his career at CTA.

In accordance with the OEIG's request for CTA management to reconsider Mr. Dudek's promotion, CTA has done so and has concluded that his promotion should not be revoked.

No further action will be taken on this matter at this time, and CTA considers this case closed.

cc: Doug Kucia
David Kowalski
Norman Santos
Marjorie Espina