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INTERNATIONAL ASSOCIATION OF EMTS
AND PARAMEDICS, LOCAL R1-701
v. BRISTOL HOSPITAL
EMS, LLC
(AC 45498)

Bright, C. J., and Elgo and Vertefeuille, Js.

Syllabus

The defendant, an emergency medical service organization providing mobile intensive care, appealed to this court from the judgment of the trial court granting a motion filed by the plaintiff, a union representing certain employees of the defendant, to enforce a prior judgment of the court. The prior judgment confirmed an arbitration award reinstating an employee of the defendant, S, an emergency medical technician (EMT). The plaintiff and the defendant were parties to a collective bargaining agreement that provided for final and binding arbitration of disputes. After a complaint of sexual harassment was made against S, S was suspended pending an investigation. The plaintiff filed two grievances regarding the suspension, and, pursuant to the agreement, an arbitrator conducted a hearing on those grievances, issuing a decision in which she concluded that there was just cause for the defendant to suspend S pending an investigation, but that discharge was too harsh of a penalty for the proven misconduct. The arbitrator ordered S to be returned to his position but denied his request for back pay. The plaintiff filed an application to confirm the arbitration award, in which it did not challenge the arbitrator's decision to decline to award back pay to S, and the defendant filed an application to vacate the award, including with its application a letter from L, a medical doctor and medical director with the defendant, stating that S was not authorized to perform work that would require L's medical oversight, supervision, or direction based on his best medical judgment with regard to the health, safety, and general welfare of the individuals who receive care from the defendant. To work as an EMT, S was required by statute (§ 19a-180) to be appropriately and validly licensed or certified by the Department of Public Health to perform job duties and to secure and maintain medical oversight. Various state regulations (§§ 19a-179-12 and 19a-179-15) set forth L's responsibilities as a mobile intensive care medical director and the authority to withhold medical authorization from an individual such as S. Following a hearing, the court denied the defendant's application to vacate the arbitration award and granted the plaintiff's application to confirm it. In the plaintiff's subsequent motion to enforce the judgment of the court confirming the arbitration award, it sought a finding that, although S had been reinstated, the defendant was acting in bad faith in refusing to allow S to return to work in light of L's letter withdrawing medical oversight of S. The plaintiff also sought attorney's fees, costs, and other relief. The court granted the plaintiff's motion to enforce the judgment, concluding that the withdrawal of medical supervision was pretextual and done in bad faith, ordering the defendant to immediately return S to work under L's supervision, or, "if not by [L], then by a new medical director." The court also awarded S back pay and awarded reasonable attorney's fees and costs to the plaintiff. On the defendant's appeal, *held*:

1. The trial court lacked subject matter jurisdiction to order the defendant to provide medical authorization and supervision to S through L or another medical director due to the plaintiff's failure to exhaust its administrative remedies: in granting the motion to enforce the judgment, the court concluded that L had acted improperly in withholding his medical authorization from S, an issue that arose only after the arbitration award had been issued, and, as such, that issue was not raised in the grievances filed by the plaintiff, was not part of the arbitration proceeding, and, in the initial trial court decision confirming the arbitration award, the issue of medical oversight was not addressed, thus, the issue of whether S was qualified to provide services as an EMT, which qualification requires that he have medical authorization, was a separate issue from his employment status with the defendant, and the discretion

to withhold medical authorization from S was delegated to L as a medical director and subject to review by the department in an administrative hearing, such that the issue was not properly before the trial court; moreover, the futility exception to the exhaustion of administrative remedies doctrine did not apply to the plaintiff's claim for remedies because, in the event that the department were to determine that L acted outside the scope of his discretion, possible remedies provided by statute (§ 19a-11) authorize the department to issue an appropriate order to L to cease withholding medical authorization, which, when coupled with the arbitration award ordering S's reinstatement, could result in S being placed back on active duty, and the back pay and attorney's fees sought by the plaintiff, if available, resulted from issues arising after the issuance of the arbitration award and thus were not properly the subject of the plaintiff's motion to enforce that award, rather, the proper forum to resolve such issues was through the grievance process pursuant to the agreement.

2. The trial court was without authority to award attorney's fees and back pay as those issues were outside the scope of the arbitration award and were not properly before the trial court on a motion to enforce the judgment confirming that award; the arbitrator had expressly declined to award back pay to S and the plaintiff did not challenge that determination in its application to confirm the award, and the arbitrator also did not address the issue of attorney's fees, as that issue was not raised by any party to the arbitration, and, as such, those issues were not properly before the court when acting on the plaintiff's motion to enforce the judgment confirming the arbitration award.

Argued April 4—officially released October 31, 2023

Procedural History

Application to confirm an arbitration award, brought to the Superior Court in the judicial district of New Britain, where the defendant filed an application to vacate the award; thereafter, the case was tried to the court, *Farley, J.*; judgment granting the plaintiff's application to confirm the arbitration award and denying the defendant's application to vacate; subsequently, the court, *Aurigemma, J.*, granted the plaintiff's motion to enforce the judgment, and the defendant appealed to this court. *Reversed; judgment directed.*

James F. Shea, with whom were *Justin E. Theriault*, and, on the brief, *Sara R. Simeonidis*, for the appellant (defendant).

Douglas A. Hall, for the appellee (plaintiff).

Opinion

ELGO, J. The defendant, Bristol Hospital EMS, LLC, appeals from the judgment of the Superior Court granting the motion of the plaintiff, International Association of EMTs and Paramedics, Local R1-701, to enforce a prior judgment of the court confirming the arbitration award to reinstate an employee of the defendant. The defendant claims the court (1) lacked subject matter jurisdiction to require that medical authorization be given to the employee and (2) improperly awarded back pay and attorney's fees when those issues were not properly before it.¹ We agree and, accordingly, reverse the judgment of the Superior Court.

The following facts and procedural history are relevant to this appeal. The plaintiff and the defendant were parties to a collective bargaining agreement (agreement) that provided for final and binding arbitration of disputes. The dispute at issue arose from an incident occurring on August 7, 2019, in which a complaint was made by a paramedic trainee assigned to a shift at Bristol Hospital in an ambulance staffed by Ryan Stanford, an emergency medical technician (EMT), and Art Bellemere, a paramedic. Stanford and Bellemere, who were unaware that the trainee could hear them from the backseat of the ambulance, engaged in sexually explicit dialogue throughout the day, which was not directed at the trainee. The defendant, an emergency medical service organization providing mobile intensive care, suspended Stanford on August 9, 2019, pending an investigation into the complaint of sexual harassment.

The plaintiff, a union representing certain employees of the defendant, including Stanford, filed two grievances regarding his suspension. Pursuant to the agreement between the parties, an arbitrator conducted a hearing on the grievances. On February 14, 2020, the arbitrator issued a decision, in which she concluded that there was just cause for the defendant to suspend Stanford pending an investigation, but that discharge was too harsh of a penalty for the proven misconduct. The arbitrator thus ordered that Stanford be returned to his position as an EMT but denied Stanford's request for back pay due to the seriousness of his misconduct.

The plaintiff filed an application to confirm the arbitration award, in which it did not challenge the arbitrator's decision to decline to award back pay to Stanford. The defendant filed an application to vacate the arbitration award on public policy grounds. The defendant included with its application a letter from Andrew Lim, a medical doctor and medical director with the defendant. In that letter, Dr. Lim informed the director of the defendant that Stanford was not authorized as of March 9, 2020, "to perform work in any capacity that would require [Lim's] medical oversight, supervision, or direction . . . based on [Lim's] best medical judg-

ment with regard to the health, safety, and general welfare of the individuals who receive care from [the defendant].”

Following a hearing on both applications, the court, *Farley, J.*, on October 12, 2021, denied the defendant’s application to vacate the arbitration award and granted the plaintiff’s application to confirm it. On November 24, 2021, the plaintiff filed a motion to enforce the judgment of the court confirming the arbitration award, in which it sought a finding that the defendant refused to comply with the judgment confirming the arbitration award and was acting in bad faith and for an improper purpose. In its prayer for relief, the plaintiff sought attorney’s fees and costs, and “other relief as in law or equity may be appropriate.” The plaintiff claimed that, although the defendant had advised the plaintiff that Stanford had been reinstated on November 12, 2021, it nevertheless refused to allow him to return to work in light of Dr. Lim’s letter “withdrawing medical oversight of Stanford.”

On April 26, 2022, the court, *Aurigemma, J.*, issued a memorandum of decision on the motion to enforce, in which it concluded that “the ‘withdrawing’ of medical supervision by Dr. Lim was wholly pretextual and done in bad faith” and ordered the defendant “to immediately reinstate the employment of . . . Stanford, which should include provision of medical supervision, if not by Dr. Lim, then by a new medical director.” The court also awarded Stanford back pay from February 14, 2020, the date of the arbitration award, and awarded the plaintiff reasonable attorney’s fees and costs. This appeal followed.

I

The defendant first claims that the court erred in granting the motion to enforce the judgment to the extent that “the trial court lacked jurisdiction or authority to order a medical director to provide medical oversight to a specific individual under the medical director’s supervision. The issue of medical control is properly reserved under Connecticut law to the discretion of Dr. Lim as the [defendant’s] medical director, whose oversight is required for EMTs such as Stanford to provide services. Additionally, any challenge to the revocation of Stanford’s medical control and direction was required to be redressed through [the Department of Public Health (department)] rather than through the courts. In the absence of Stanford’s exhaustion of administrative remedies at [the department], the trial court lacked subject matter jurisdiction or authority to consider the issue of medical oversight or require the reinstatement of same.” We agree.

We begin with our standard of review and relevant legal principles. “Because the exhaustion [of administrative remedies] doctrine implicates subject matter

jurisdiction, [the court] must decide [it] as a threshold matter [Additionally] [b]ecause [a] determination regarding a trial court’s subject matter jurisdiction is a question of law, our review is plenary. . . . It is a settled principle of administrative law that if an adequate administrative remedy exists, it must be exhausted before the Superior Court will obtain jurisdiction to act in the matter. . . . Thus, exhaustion of remedies serves dual functions: it protects the courts from becoming unnecessarily burdened with administrative appeals and it ensures the integrity of the agency’s role in administering its statutory responsibilities. . . .

“[When] a statute has established a procedure to redress a particular wrong a person must follow the specified remedy and may not institute a proceeding that might have been permissible in the absence of such a statutory procedure. . . . [T]he requirement of exhaustion may arise from explicit statutory language or from an administrative scheme providing for agency relief.” (Internal quotation marks omitted.) *Financial Consulting, LLC v. Commissioner of Ins.*, 315 Conn. 196, 208, 105 A.3d 210 (2014).

We begin our inquiry by examining the relevant statutes and regulations to determine whether there is an established administrative procedure for addressing an allegation that a medical director has improperly withheld medical authorization from an EMT. To work as an EMT, Stanford was required, among other things, to be appropriately and validly licensed or certified by the department to perform job duties and to “secure and maintain medical oversight, as defined in section 19a-175, by a sponsor hospital, as defined in section 19a-175.” General Statutes § 19a-180 (g) (3). Medical oversight is defined as “the active surveillance by physicians of the provision of emergency medical services sufficient for the assessment of overall emergency medical service practice levels, as defined by state-wide protocols”; General Statutes § 19a-175 (25); and a sponsor hospital is defined as “a hospital that has agreed to maintain staff for the provision of medical oversight, supervision and direction to an emergency medical service organization and its personnel and has been approved for such activity by the Department of Public Health” General Statutes § 19a-175 (27). According to § 19a-179-12 (a) (6) (D) of the Regulations of Connecticut State Agencies, a sponsor hospital must, among other things, appoint a mobile intensive care medical director “who shall be responsible for the following . . . (ii) [a]ssurance of medical supervision and training of [mobile intensive care] personnel . . . [and] (iv) [w]ithholding of medical authorization and the recommendation of suspension of [mobile intensive care] personnel from the system when in the interest of patient care, in accordance with Sec. 19a-179-15 (c) of these regulations on licensure and certification.” Mobile

intensive care personnel, such as Stanford, “shall be under the supervision and direction of a physician at the sponsor hospital from which they are receiving medical direction”; Regs., Conn. State Agencies § 19a-179-12 (a) (4); and mobile intensive care services are under the control of the mobile intensive care director, which in this case was Dr. Lim. See Regs., Conn. State Agencies § 19a-179-12 (a) (5). Pursuant to § 19a-179-15 (b) of the Regulations of Connecticut State Agencies, a medical director “may withhold medical authorization from, and may recommend to [the Office of Emergency Medical Services] and the regional medical director the removal from practice of, any [mobile intensive care] level personnel or service when such personnel or service act in a manner which evidences incompetence, negligence, or otherwise poses a threat to public health or safety or which is contrary to medical direction.”

In the present case, Dr. Lim, in the exercise of his medical judgment and sole discretion pursuant to § 19a-179-15 (b) of the regulations, withheld his medical authorization from Stanford on account of “the health, safety, and general welfare of the individuals who receive care from [the defendant].” There is an explicit and established procedure to redress a medical director’s alleged improper withholding of medical authorization from an EMT, which involves the filing of a petition with the department. Pursuant to § 19a-9-9 of the Regulations of Connecticut State Agencies, “[a]ny person may file a petition whenever that person has cause to believe that any health professional or institution licensed by the department, or other entity under the jurisdiction of the department, has been engaged or is engaging in any practice that violates a statute or regulation.”

In response, the plaintiff union filed in the Superior Court a motion to enforce the judgment of the court confirming the arbitration award, which ordered that Stanford return to his position as an EMT. In granting the motion to enforce, the court ordered the defendant “to immediately reinstate the employment of . . . Stanford, which should include provision of medical supervision, if not by Dr. Lim, then by a new medical director.”² In so doing, the court concluded that Dr. Lim had acted improperly in withholding his medical authorization from Stanford following the arbitration award and ordered that the defendant return Stanford to work under Dr. Lim’s supervision or that of another medical director. Notably, the issue of whether Dr. Lim properly withheld his medical authorization arose *after* the arbitration award was issued. As such, that issue was not raised in the grievances filed by the plaintiff and was not part of the arbitration proceeding. Moreover, in confirming the arbitration award, Judge Farley did not address the issue of medical oversight. Thus, in acting on the plaintiff’s subsequent motion to enforce that judgment, Judge Aurigemma addressed that issue

for the first time.

Our Supreme Court has “recognized on multiple occasions that an aggrieved party must exhaust its administrative remedies *before* it may seek judicial relief. . . . [I]f an adequate administrative remedy exists, it must be exhausted before the Superior Court will obtain jurisdiction to act in the matter” (Citations omitted; emphasis in original; internal quotation marks omitted.) *Fairchild Heights Residents Assn., Inc. v. Fairchild Heights, Inc.*, 310 Conn. 797, 810–11, 82 A.3d 602 (2014). Notwithstanding this well established doctrine, the plaintiff contends that, given that Dr. Lim’s letter was issued after the arbitration award and proffered to the court as a defense in the defendant’s motion to vacate, the record supports the court’s determination that Dr. Lim’s decision was made, not for medical reasons, but “solely to defy and thwart” the order of reinstatement. The plaintiff argues that, because there was no evidence that a medical decision was the basis for Stanford’s termination, the court was not required to defer to an administrative body and, instead, appropriately exercised its authority to enforce a final judgment. We are not persuaded.

The issue of whether Stanford was qualified to provide services as an EMT, which qualification requires that he have medical authorization, is a separate issue from his employment status with the defendant. The discretion to withhold medical authorization from Stanford was delegated to Dr. Lim as medical director and such exercise of his discretion is subject to review by the department. See Regs., Conn. State Agencies §§ 19a-179-12 (a) (6) (D) (iv) and 19a-179-15 (b). The plaintiff’s contention that there was no evidence of a medical reason is beside the point; the factors that are encompassed in the department’s review of a medical director’s determination to grant or withhold medical authorization include whether such determination “evidences incompetence, negligence, or otherwise poses a threat to public health or safety or which is contrary to medical direction.” See Regs., Conn. State Agencies § 19a-179-15 (b). Because it is the prerogative of the department to consider these factors in an administrative hearing, the issue of whether Dr. Lim properly withheld medical authorization from Stanford was not properly before the court.

The plaintiff further contends that exhaustion of administrative remedies would be futile since the remedies they seek—employment, back wages and attorney’s fees—are not available in that forum. “Despite the important public policy considerations underlying the exhaustion requirement . . . appellate courts in this state have recognized several exceptions to the requirement, albeit infrequently and only for narrowly defined purposes. . . . One of the limited exceptions to the exhaustion rule arises when recourse to the

administrative remedy would be demonstrably futile or inadequate. . . . [A]n administrative remedy is futile or inadequate if the agency is without authority to grant the requested relief. . . . It is futile to seek a remedy [if] such action could not result in a favorable decision and invariably would result in further judicial proceedings.” (Citations omitted; emphasis omitted; internal quotation marks omitted.) *Godbout v. Attanasio*, 199 Conn. App. 88, 98–99, 234 A.3d 1031 (2020). “The plaintiff’s preference for a particular remedy does not determine the adequacy of that remedy. [A]n administrative remedy, in order to be adequate, need not comport with the [plaintiff’s] opinion of what a perfect remedy would be.” (Internal quotation marks omitted.) *BRT General Corp. v. Water Pollution Control Authority*, 265 Conn. 114, 123–24, 826 A.2d 1109 (2003).

We are not persuaded that the futility exception to the exhaustion doctrine applies to relieve the plaintiff from the exhaustion requirement. In the event that the department were to determine that Dr. Lim acted outside the scope of the discretion given to him by § 19a-179-15 (b) of the regulations in withholding his medical authorization from Stanford, possible remedies, according to General Statutes § 19a-11, include that the department “may, in its discretion, issue an appropriate order to any person found to be violating an applicable statute or regulation, providing for the immediate discontinuance of the violation.” The remedies provided for in § 19a-11 authorize the department to order Dr. Lim to cease withholding medical authorization, which, when coupled with the arbitration award ordering Stanford’s reinstatement, could result in Stanford being placed back on active duty.

As to the back pay and attorney’s fees sought by the plaintiff in its motion to enforce, those remedies, if available, resulted from issues arising after the issuance of the arbitration award and thus were not properly the subject of the plaintiff’s motion to enforce that award. Rather, the proper forum to resolve such issues is through the grievance process pursuant to the agreement. “It is well settled under both federal and state law that, before resort to the courts is allowed, an employee must at least attempt to exhaust exclusive grievance and arbitration procedures, such as those contained in the collective bargaining agreement between the defendant and the plaintiffs’ union. . . . Failure to exhaust the grievance procedures deprives the court of subject matter jurisdiction. . . . The purpose of the exhaustion requirement is to encourage the use of grievance procedures, rather than the courts, for settling disputes. A contrary rule which would permit an individual employee to completely sidestep available grievance procedures in favor of a lawsuit has little to commend it. . . . [I]t would deprive employer and union of the ability to establish a uniform and exclusive method for orderly settlement of employee grievances.

If a grievance procedure cannot be made exclusive, it loses much of its desirability as a method of settlement. A rule creating such a situation would inevitably exert a disruptive influence upon both the negotiation and administration of collective [bargaining] agreements.” (Citation omitted; internal quotation marks omitted.) *Hunt v. Prior*, 236 Conn. 421, 431–32, 673 A.2d 514 (1996).

Accordingly, we conclude that the court lacked subject matter jurisdiction to order the defendant to reinstate Stanford and provide medical authorization and supervision through Dr. Lim or another medical director due to the plaintiff’s failure to exhaust its administrative remedies.

II

The defendant next claims that the issues of back pay and attorney’s fees were not properly before the court on the motion to enforce. Specifically, the defendant argues that the judgment sought to be enforced encompassed only the terms of the confirmed arbitration award, and that the court was without authority to award back pay and attorney’s fees. We agree.

“It is well established that the construction of a judgment presents a question of law over which we exercise plenary review.” (Internal quotation marks omitted.) *Almeida v. Almeida*, 190 Conn. App. 760, 766, 213 A.3d 28 (2019). “Prior to confirmation, enforcement of an arbitration award relies solely on the parties’ voluntary compliance. Confirmation of an arbitration award converts it into an enforceable judgment of the Superior Court.” *Aldin Associates Ltd. Partnership v. Healey*, 72 Conn. App. 334, 341 n.10, 804 A.2d 1049 (2002). “Although the court may not modify the terms of the arbitration award after the expiration of the thirty day period provided by [General Statutes] § 52-420, once the award is confirmed, the court possesses inherent authority to enforce the terms of the judgment by appropriate postjudgment orders.” *Id.*, 341.

At the same time, “[s]uch judgments are confined by their very nature to the terms of the arbitration award.” *Id.*, 339. “General Statutes § 52-417 sets forth the authority of the trial court in ruling on an application to confirm an arbitration award. The statute contains no provision for finding facts or resolving additional issues. The court may only confirm the award, unless the award suffered from any of the defects described in General Statutes §§ 52-418 and 52-419.” *Amalgamated Transit Union Local 1588 v. Laidlaw Transit, Inc.*, 33 Conn. App. 1, 5, 632 A.2d 713 (1993); see also *Middlesex Mutual Assurance Co. v. Komondy*, 120 Conn. App. 117, 128, 991 A.2d 587 (2010) (“arbitrators are limited to deciding the issues included in the submission”). Thus, a reviewing court must “hold judgments in confirmation of an arbitration award to the same strict stan-

dard of review as that applied to judicial modification of the arbitration award itself. Any other approach would allow the parties to circumvent the established statutory scheme governing the review of arbitration awards by permitting them to modify the terms of the judgment on the award when they could not otherwise alter or modify the terms of the award itself.” *Aldin Associates Ltd. Partnership v. Healey*, supra, 72 Conn. App. 339.

In the present case, the plaintiff sought to enforce the judgment of the court confirming the arbitration award, which decision involved only the terms of the arbitration award. By its terms, the arbitration award ordered that Stanford be returned to his position as an EMT and denied him back pay, which had been requested from the date of his suspension until the date of the arbitration award. After the court granted the plaintiff’s application to confirm the arbitration award, in which the plaintiff did not challenge the arbitrator’s failure to award back pay, the plaintiff subsequently filed a motion to enforce that judgment. Because that motion concerned the enforcement of the *judgment* confirming the arbitration award, the legal principles limiting judgments in effectuation of arbitration awards to the scope of the award apply in the present case.

In granting the motion to enforce, the court addressed the additional issues of attorney’s fees and back pay, which were well beyond the scope of the judgment confirming the arbitration award. Significantly, the arbitrator expressly declined to award back pay and the plaintiff did not challenge that determination in its application to confirm the arbitration award. The arbitrator also did not address the issue of attorney’s fees, as that issue was not raised by any party to the arbitration. As such, those issues were not properly before the court when acting on the plaintiff’s motion to enforce the judgment confirming the arbitration award.³ Accordingly, we conclude that the award of attorney’s fees and back pay was outside the scope of the arbitration award and, thus, was not properly before the court on a motion to enforce the judgment confirming that award.

The judgment is reversed and the case is remanded with direction to render judgment dismissing that part of the motion seeking to have Stanford reinstated and provided with medical supervision and denying that part of the motion seeking back pay and attorney’s fees.

In this opinion the other judges concurred.

¹ In light of our resolution of these two claims, we need not reach the defendant’s additional claim that the decision of the court was preempted by § 301 (a) of the Labor Management Relations Act, 29 U.S.C. § 141 et seq.

² The defendant also contends that the court improperly granted the motion to enforce because Stanford already had been reinstated. Both parties agree that the plaintiff was informed by letter that Stanford’s employment was reinstated November 12, 2021, but that he was not eligible to perform services of an EMT due to lack of medical authorization by Dr. Lim. In granting the motion to enforce, the court, however, did not merely order Stanford reinstated, but interpreted medical authorization as a necessary component of that reinstatement. Because the court did not separate the

issues of reinstatement from the issue of medical authorization, we do not address the issue of reinstatement separately.

³ The fact that the court's award of attorney's fees and back pay is predicated on its determination that Dr. Lim's withholding of medical authorization was "pretextual and done in bad faith," supports our conclusion that the award was improper. After we determined in part I of this opinion that the court lacked subject matter jurisdiction to adjudicate that issue, it follows that the award of attorney's fees and back pay is improper for that reason as well.
