TOWN OF MARLBOROUGH *v.* AFSCME, COUNCIL 4, LOCAL 818-052
(SC 18865)

Rogers, C. J., and Norcott, Palmer, Zarella and Eveleigh, Js.

Argued November 26, 2012—officially released August 20, 2013

Proloy K. Das, with whom was *Andrew L. Houlding*, for the appellant (plaintiff).

J. William Gagne, Jr., with whom, on the brief, was *Kimberly A. Cuneo*, for the appellee (defendant).

Opinion

NORCOTT, J. The primary issue in this certified appeal is whether an arbitration panel properly ordered the plaintiff, the town of Marlborough (town), to reinstate a former town assessor, Emily Chaponis, to her position because the termination of her employment, which had followed the expiration of her term of office, violated the applicable collective bargaining agreement (agreement). The town appeals, following our grant of certification,[1] from the judgment of the Appellate Court affirming the trial court's denial of the town's application to vacate the arbitration award (award) in which the arbitrators found that the town had violated the agreement when it terminated the employment of the town assessor without just cause. *Marlborough* v. *AFSCME*, *Council 4*, *Local 818-052*, 130 Conn. App. 556, 557–58, 23 A.3d 798 (2011). On appeal, the town argues that General Statutes § 9-187 (a)[2] clearly applies to the position of town assessor and that the arbitrators' decision to the contrary was in manifest disregard of the law and was unenforceable. We conclude that, the award ordering Chaponis' reinstatement after the statutory expiration of her term of office contravened the plain and unambiguous mandates of the statutory scheme governing the term of office for municipal officers and that the award is, therefore, unenforceable. Accordingly, we reverse the judgment of the Appellate Court.

The record and the opinion of the Appellate Court reveal the following relevant facts and procedural history. Chapter V, § 5.2 of the Marlborough Town Charter (charter) provides that the Board of Selectmen (board) shall appoint various town officers, including an assessor, "to serve at the direction of the [s]electmen . . . and whose powers and duties shall be as prescribed by [o]rdinance or in the [General Statutes]." Pursuant to the charter, the board appointed Chaponis to the position of assessor, effective January 7, 2002. *Marlborough* v. *AFSCME*, *Council 4*, *Local 818-052*, supra, 130 Conn. App. 558. In November, 2003, the term of the board that had appointed Chaponis ended, and the newly elected board (2003 board) voted to reappoint her to a successive term of office. Id.

During Chaponis' second term, the town and the defendant, AFSCME, Council 4, Local 818-052 (union), entered into the agreement, which became effective on July 1, 2007. Article 2, § 2.1, of the agreement recognized the union "as the sole and exclusive representative for collective bargaining with respect to wages, hours, and other conditions of employment" for a number of job classifications, including the position of assessor. Article 24, § 24.1, of the agreement further provided that "[a]ny disciplinary action shall be applied for just cause. . . . All suspension[s] and discharges must be given in writing, with reasons stated . . . . All disciplinary

action may be appealed through the established grievance procedure [set forth in the agreement]." This agreement remained in effect through June 30, 2011.

In November, 2007, a new board (2007 board) took office and met to make the appointments provided for by the charter. *Marlborough* v. *AFSCME*, *Council 4*, *Local 818-052*, supra, 130 Conn. App. 558. Although the first selectman asked for a motion to reappoint Chaponis during this meeting, the 2007 board did not make a motion to reappoint her to a third term of office. Id., 558–59. The town terminated Chaponis' employment the following day, indicating that the reason for her termination was that the 2007 board had failed to reappoint her. Id., 559. Chaponis then filed a timely grievance through the union alleging that the town's termination of her employment violated the agreement's just cause requirement for disciplinary action. Id. Subsequently, after the grievance procedures set forth in the agreement had failed to resolve the dispute, the parties submitted the following questions for arbitration: "Did the [town] violate the [agreement] when it discharged [Chaponis] on November 14, 2007 without just cause? If so, what shall the remedy be?" (Internal quotation marks omitted.) Id.

During the arbitration, the town argued that: (1) a discharge stemming from a nonreappointment of a politically appointed position that carries with it a specified term of office is not a disciplinary termination that must be supported by just cause; and (2) when negotiating the agreement, the parties had agreed that it would provide certain substantive benefits and protections, but they had not agreed that the agreement would convert a political appointee into a regular employee by altering the town's right to make political appointments or eliminating statutorily defined terms of office for such political appointments. In support of these arguments, the town contended that the charter established that the assessor was a politically appointed position and that § 9-187 (a) defined the assessor's term of office as coextensive with the appointing board's term of office. The town further argued that, in the event of a conflict between the language of an agreement and a state statute, the statute controls. Therefore, because Chaponis' statutory term of office had expired and the 2007 board failed to reappoint her, the town argued that it properly terminated her employment, notwithstanding the just cause provision in the agreement.

"The [union] countered by arguing that, prior to the agreement, a term of office may have existed and reappointment by the board may have been necessary in order for [Chaponis] to serve in the office of assessor. The [union] further argued that subsequent to the agreement, however, a term of office for the office of assessor 'no longer exists because it directly contradicts specific terms of the [agreement].' Thus, the [union]

claimed that the mere failure of the board to reappoint [Chaponis] to the office of assessor did not constitute just cause for summary discharge." Id., 560.

On August 6, 2008, the arbitrators issued an award in favor of the union, concluding that the town had violated the agreement by terminating Chaponis' employment without just cause. In so concluding, the arbitrators rejected the town's claim that it was authorized to terminate Chaponis' employment pursuant to § 9-187 (a), and specifically rejected "[s]tate statute applicability in this case" because Chaponis "is not an 'elected official' and the statute is silent as to the definition of a [t]own [o]fficial."[3] Furthermore, because the town had agreed to the inclusion of the assessor position in the agreement, the arbitrators determined that, with respect to that position, the town "must abide by all the conditions it agreed to accept," including the just cause requirement in the case of "the involuntary loss of employment." As a remedy for the town's violation of the agreement, the arbitrators ordered the town to reinstate Chaponis and to make her "whole for any lost wages and benefits for the period she was terminated . . . less any outside earnings she may have received during the same period."

The town thereafter filed an application in the trial court to vacate the award pursuant to General Statutes § 52-418.[4] In its application, the town claimed, inter alia,[5] that the arbitrators had exceeded their powers because the award: (1) violates the explicit, well-defined and dominant public policy of freedom of contract by requiring the town to abide by a contractual provision to which it did not agree; and (2) manifests an egregious or patently irrational application of § 9-187 (a). The town also argued that the arbitrators misquoted the statutory language and ignored the "ample support" for the proposition that an assessor is a municipal officer subject to the term limitation set forth in § 9-187 (a), including that: (1) Chaponis took an oath of office upon her initial appointment as assessor; (2) General Statutes (Rev. to 2007) § 9-185[6] listed assessors as municipal officers subject to political appointment; and (3) Connecticut courts have treated the position of assessor as a municipal officer.[7] Finally, the town argued that when an agreement conflicts with a state statute, the statute prevails over the conflicting agreement provisions.

The trial court was not persuaded by the town's arguments, first observing that the town had failed to cite any authority to support the proposition that a state statute or town charter provision "would override the specific language of a collective bargaining agreement." The trial court then concluded that "[n]o well-defined policy ha[d] been cited which would be violated by retaining an assessor in her position, whose job performance brooked no criticism . . . [and that] [n]o irrational application of the law by the [arbitrators] ha[d]

been proven." Therefore, the trial court denied the town's application to vacate the award.

Thereafter, the town appealed from the judgment of the trial court to the Appellate Court, arguing that the trial court had improperly denied its application to vacate the award because it: (1) violated the clearly defined public policy that elected executive leaders have the responsibility and the right to appoint public officers; *Marlborough* v. *AFSCME*, *Council 4*, *Local 818-052*, supra, 130 Conn. App. 563–64; and (2) constituted a manifest disregard of the law because the arbitrators improperly disregarded the applicability of § 9-187 (a). Id., 565. A divided Appellate Court affirmed the judgment of the trial court. Id., 557. In doing so, the majority declined to review the town's public policy claim because the town had failed to raise that claim before the trial court.[8] Id., 564. The majority also rejected the town's claim that the award constituted a manifest disregard of the law, concluding that § 9-187 (a) was not well-defined and explicit in its applicability to the assessor position. Id., 566–68. Finally, the majority concluded that, even if § 9-187 (a) was "well-defined, explicit and clearly applicable, [the court could not] conclude that the [arbitrators] appreciated the existence of a clearly governing legal principle but decided to ignore it. . . . Instead, [its] review of the [award] indicate[d] that the [arbitrators] gave due consideration to the applicability of § 9-187 (a) but decided to reject its applicability because [they] could not reasonably conclude that it applied under the facts of this case. Therefore, at best for the [town], the [arbitrators] misapplied or misconstrued the statutory requirements, neither of which is sufficient to support a manifest disregard of the law claim."[9] (Citations omitted.) Id., 567. This certified appeal followed. See footnote 1 of this opinion.

Originally, we granted certification in this appeal solely to consider whether the Appellate Court properly determined that the arbitrators had not acted in manifest disregard of the law in concluding that § 9-187 (a) was not well-defined in its applicability to the office of town assessor. See id. Following oral argument, however, we ordered the parties, sua sponte, to submit simultaneous briefs on the following issue, which had been raised in the town's petition for certification, but which was not previously granted certification by this court: "If the court determines that the statutory scheme, including . . . §§ 9-185, 9-187 (a) and [General Statutes (Rev. to 2007) §] 9-198,[10] unequivocally dictated that the . . . town assessor was a town officer whose term of office was co-extensive with that of the [board], does this court have the authority to enforce an arbitration award that compels the town to reinstate a town officer to a position to which she was no longer statutorily entitled?" (Footnote added.) Because we conclude that the enforcement of the award would require the

town to perform an illegal act, namely, to reinstate a political officer to a position to which she was no longer statutorily entitled, we need not reach the question originally certified for appeal.[11]

In its supplemental brief, the town claims that the award cannot be enforced because it compels the town to reinstate Chaponis to a position to which she is no longer statutorily entitled. Specifically, the town contends that the statutory scheme, including §§ 9-185, 9-187 (a) and 9-198, plainly and unambiguously applied to the position of town assessor at the time of the termination of Chaponis' employment. The town further asserts that the award should be vacated because it violates the public policy, as set forth in the statutory scheme dictating the appointment of municipal officers, that the board that is elected by the town's residents should make the decision as to who should serve as the town assessor.[12] Finally, the town claims that the arbitration award cannot be enforced because it is illegal. Specifically, the town contends that, given that the statutory scheme governing the appointment of town officers unequivocally applied to the position of town assessor, that statutory scheme, under which Chaponis was appointed in 2002 and reappointed in 2003, provided the town with the statutory authority and obligation to terminate Chaponis' employment upon the expiration of her term of office to enable the individual appointed to that position by the 2007 board, pursuant to the statutory scheme, to take office. Therefore, according to the town, the award ordering it to reinstate Chaponis to a position to which she was no longer statutorily entitled, and for which the town had the statutory obligation to make an appointment, clearly contradicts the statutory scheme, making it an illegal award that cannot be judicially enforced.

The union counters by arguing that the award is enforceable because the town agreed to the inclusion of the assessor position in the collective bargaining unit and to the discharge provision requiring just cause in the agreement, which eliminated the use of terms of office to define the length of the assessor's employment. In this respect, the union contends that § 9-198 contemplates the elimination of the use of terms of office to define the length of the assessor's employment through the collective bargaining process. The union further argues that, because the town voluntarily included the position of assessor within the collective bargaining unit, the term of office for that position, and the circumstances under which the town assessor's employment may be terminated, were mandatory subjects of collective bargaining under the statutory requirements for collective bargaining with respect to wages, hours, and other conditions of employment pursuant to the Municipal Employee Relations Act (act), General Statutes § 7-467 et seq. Specifically, the union notes that §§ 9-185 and 9-187 (a) discuss the terms of office of municipal

assessors "when not otherwise prescribed by law," and that General Statutes (Rev. to 2007) § 9-198 provides that the "municipality may provide for the term of office" for the town assessor. The union, thus, contends that the town's voluntary inclusion of the position of assessor in the collective bargaining unit and its negotiation of the just cause provision in the agreement, pursuant to the act, was precisely the type of process contemplated by the "otherwise prescribed by law" language in § 9-187 (a) through which the town could have "otherwise prescribed" the term of office for the town assessor. Finally, the union argues that this court should not conclude that the statutory scheme, including §§ 9-185, 9-187 (a) and 9-198, unequivocally dictated that the town assessor was a town officer whose term of office was coextensive with that of the board. Specifically, the union claims that the existence of § 9-198, in providing the town with the authority to set the term of office for the position of assessor, demonstrates that the position of assessor could not be included in the "town officers" whose terms of office were governed by § 9-187 (a).

We conclude that the plain and unambiguous statutory provisions regarding the appointment of and term limits for municipal officers at the time that the town terminated Chaponis' employment clearly applied to the position of town assessor and prohibited the town from reinstating her after the 2007 board failed to reappoint her to that position, notwithstanding the collective bargaining between the town and the union regarding the just cause provision of the agreement. Accordingly, we reverse the judgment of the Appellate Court.

We begin our analysis by setting forth wellestablished general principles regarding judicial review of arbitral awards. "Judicial review of arbitral decisions is narrowly confined. . . . When the parties agree to arbitration and establish the authority of the arbitrator through the terms of their submission, the extent of our judicial review of the award is delineated by the scope of the parties' agreement. . . . When the scope of the submission is unrestricted, the resulting award is not subject to de novo review even for errors of law so long as the award conforms to the submission. . . . Because we favor arbitration as a means of settling private disputes, we undertake judicial review of [arbitral] awards in a manner designed to minimize interference with an efficient and economical system of alternative dispute resolution. . . .

"Where the submission does not otherwise state, the arbitrators are empowered to decide factual and legal questions and an award cannot be vacated on the grounds that . . . the interpretation of the agreement by the arbitrators was erroneous. Courts will not review the evidence nor, where the submission is unrestricted,

will they review the arbitrators' decision of the legal questions involved. . . . In other words, [u]nder an unrestricted submission, the arbitrators' decision is considered final and binding; thus the courts will not review the evidence considered by the arbitrators nor will they review the award for errors of law or fact. . . .

"The long-standing principles governing consensual arbitration are, however, subject to certain exceptions. Although we have traditionally afforded considerable deference to the decisions of arbitrators, we have also conducted a more searching review of arbitral awards in certain circumstances. In *Garrity* v. *McCaskey*, [223 Conn. 1, 6, 612 A.2d 742 (1992)], this court listed three recognized grounds for vacating an award: (1) the award rules on the constitutionality of a statute . . . (2) the award violates clear public policy . . . or (3) the award contravenes one or more of the statutory proscriptions of § 52-418 (a). . . . The judicial recognition of these grounds for vacatur evinces a willingness, in limited circumstances, to employ a heightened standard of judicial review of arbitral conclusions, despite the traditional high level of deference afforded to arbitrators' decisions when made in accordance with their authority pursuant to an unrestricted submission." (Citation omitted; internal quotation marks omitted.) *AFSCME, Council 4, Local 1565* v. *Dept. of Correction*, 298 Conn. 824, 834–35, 6 A.3d 1142 (2010).

Furthermore, "[i]t is well-understood that courts will not enforce an arbitration award if the award itself violates established law or seeks to compel some unlawful action. However, this rule, which is sometimes referred to as a public policy exception, is *extremely narrow*. . . . [I]t is plain . . . that an arbitration award may not be enforced if it transgresses well defined and dominant laws and legal precedents. It is also clear . . . that judges have no license to impose their own brand of justice in determining applicable public policy; thus, the exception applies only when the public policy emanates from clear statutory or case law . . . ." (Citations omitted; emphasis in original; internal quotation marks omitted.) *United States Postal Service* v. *National Assn. of Letter Carriers, AFL-CIO*, 810 F.2d 1239, 1241 (D.C. Cir. 1987).

"[W]hen a challenge to a voluntary arbitration award rendered pursuant to an unrestricted submission raises a legitimate and colorable claim of violation of public policy, the question of whether the award violates public policy requires de novo judicial review. . . . The public policy exception applies only when the award is clearly illegal or clearly violative of a strong public policy. . . . A challenge that an award is in contravention of [law or] public policy is premised on the fact that the parties cannot expect an arbitration award approving conduct which is illegal . . . to receive judicial endorsement any more than parties can expect a

court to enforce such a contract between them. . . . When a challenge to the arbitrator's authority is made on public policy grounds, however, the court is *not concerned with the correctness of the arbitrator's decision but with the lawfulness of enforcing the award.* . . . Accordingly, the public policy exception to arbitral authority should be narrowly construed and [a] court's refusal to enforce an arbitrator's interpretation of [a collective bargaining agreement] is limited to situations where the contract *as interpreted* would violate some explicit public policy that is well defined and dominant, and is to be ascertained by reference to the laws and legal precedents and not from general considerations of supposed public interests. . . . The party challenging the award bears the burden of proving that illegality or conflict with public policy is clearly demonstrated." (Citations omitted; emphasis added; internal quotation marks omitted.) *State* v. *AFSCME, AFL-CIO, Council 4, Local 2663*, 257 Conn. 80, 90–91, 777 A.2d 169 (2001).

Furthermore, as we recently clarified in *State* v. *AFSCME, Council 4, Local 391*, 309 Conn. 519, 527, A.3d (2013), our review of public policy challenges to arbitration awards "[b]y no means should . . . be viewed as a retreat of even one step from our position favoring arbitration as a preferred method of dispute resolution. . . . [O]ur faith in and reliance on the arbitration process remains undiminished, and we adhere to the long-standing principle that findings of fact are ordinarily left undisturbed upon judicial review. Thus, in the present case, *we defer to the* [*arbitrators'*] *interpretation of the* [*agreement*] *regarding the scope of the* [*contract*] *provision*. . . . [A]s a reviewing court, we must determine, pursuant to our plenary authority and giving appropriate deference to the [arbitrators'] factual conclusions, [only] whether the [contract] provision in question violates [the law or public policy]. . . . Thus, this court . . . [will] not substitute its judgment for the judgment of the arbitrator[s] with respect to the meaning of the contract." (Citations omitted; emphasis in original; internal quotation marks omitted.) "[W]hen the issue before the arbitrator involves the interpretation of a collective bargaining agreement, the court presumes the correctness of the arbitrator's interpretation, even when the award implicates some public policy. . . . Accordingly, the sole question that the court must decide . . . is whether, under the arbitrator's presumptively correct interpretation of the contract, the *contract provision* violates a well-defined and dominant public policy." (Citations omitted; emphasis in original.) Id., 528–29.

Applying the appropriate scope of review, we conclude that the award violates the clear and unambiguous statutory scheme governing the appointment process and term limit for municipal assessors, and is, therefore, unenforceable. We begin with a review of the relevant statutes. First, General Statutes (Rev. to 2007) § 9-185

lists assessors as "[m]unicipal officers" and indicates that they "may be elected or appointed under the provisions of section 9-198." General Statutes (Rev. to 2007) § 9-198 provides in relevant part that towns, "may . . . by a two-thirds majority [vote] of the members of the legislative body thereof . . . provide for the election or appointment of one or more . . . assessors," and "may provide for the term of office . . . of such assessor or assessors . . . ." Finally, § 9-187 (a) provides that "[t]he terms of office of elective municipal officers, when not otherwise prescribed by law, shall be for two years . . . [and] [w]hen not otherwise prescribed by law, the terms of those town officers appointed by the board of selectmen *shall expire* on the termination date of the term of the board of selectmen appointing such officers."[13] (Emphasis added.) Reading these provisions together, it becomes clear that: (1) municipal assessors are town officers; (2) the town has the authority to decide whether assessors are to be elected or appointed; and (3) if the town determines that assessors are to be appointed, their terms of office expire at the time that the term of the appointing board expires unless the town establishes an alternative term of office. In the present case, chapter V, § 5.2, of the charter reveals that the town had determined that the assessor was an appointed position, rendering the term of office for the assessor position coextensive with that of the appointing board pursuant to § 9-187 (a), unless the town followed the procedure set forth in § 9-198 to establish an alternative term of office.[14]

The union claims that the town did, in fact, establish an alternative term of office for the position of town assessor pursuant to § 9-198 through the collective bargaining process, namely, by eliminating the term of office altogether and requiring good cause for the assessor's discharge. We disagree, however, that § 9-198 provided the town with the authority to eliminate the term of office for that position altogether, essentially removing a politically appointed position from the statutorily prescribed political process. This is true even if we assume, without deciding, that collective bargaining is a process through which the town properly could have established an alternative term of office for the position of assessor pursuant to § 9-198, and that, by agreeing to the inclusion of the assessor position in the collective bargaining unit, it undertook the duty, pursuant to the requirements of the act, to bargain collectively with respect to the conditions under which it could terminate the assessor's employment.

General Statutes (Rev. to 2007) § 9-198 provides the town with the authority to "provide for the term of office" for the assessor. This language implicitly requires that there be *some* definite term of office. Additionally, although General Statutes (Rev. to 2007) § 9-198 further provides that a town acting under the provisions of that section "may, whenever necessary to the

action taken hereunder, provide for the termination of the terms of assessors then in office," this provision does not, as the union contends, empower the town to change the conditions under which *all future* assessors may be terminated. Rather, this provision only allows the town to terminate the assessor *then in office* when her continued occupancy of that position contradicts the town's action in providing for an alternative term of office pursuant to that statute. Accordingly, we conclude that § 9-198 does not contemplate the elimination of the use of terms of office altogether, and therefore, we reject the union's argument that that statute provided the town with the authority to essentially convert a political appointee into a regular municipal employee through the collective bargaining process.[15]

We, therefore conclude that, under the governing statutes, the collective bargaining process could not properly have eliminated the use of terms of office to govern the length of employment of the town assessor. Thus, Chaponis' second term of office statutorily expired upon the expiration of the 2003 board's term of office. At that time, the 2007 board, pursuant to the charter, was required to appoint an individual to the office of assessor, who, pursuant to § 9-187 (a), would then be entitled to serve in that position until the 2007 board's term expired. That individual was *not* Chaponis. The award, ordering the reinstatement of a political appointee whose statutory term of office had expired, clearly contradicts the applicable mandatory term expiration set forth in § 9-187 (a). Neither the agreement nor the award effectively altered this mandatory term expiration or the requirement that Chaponis be reappointed by the 2007 board in order to be entitled to continue to serve in that position. Therefore, Chaponis had no statutory right to continue in the office of assessor upon the expiration of the 2003 board's term and the 2007 board's refusal to reappoint her. See *Butler* v. *Pennsylvania*, 51 U.S. 402, 416, 13 L. Ed. 472 (1850) ("[t]he selection of officers, who are nothing more than agents for the effectuating of . . . public purposes, is [a] matter of public convenience or necessity, and so too are the periods for the appointment of such agents; but neither the one nor the other of these arrangements can constitute any obligation to continue such agents, or to re-appoint them, after the measures which brought them into being . . . shall have been fulfilled"). Accordingly, we conclude that the award ordering Chaponis' reinstatement directly conflicted with the well-defined and dominant statutory scheme governing the political appointment of municipal officers and, therefore, was unenforceable.

The judgment of the Appellate Court is reversed and the case is remanded to that court with direction to reverse the trial court's judgment and to remand the case to that court with direction to render judgment vacating the arbitration award.

In this opinion the other justices concurred.

[1] We granted the town's petition for certification to appeal limited to the following question: "Did the Appellate Court properly determine that the . . . award in this matter did not constitute a manifest disregard of the law in that General Statutes § 9-187 (a) was not well defined as it related to 'town officers?' " *Marlborough* v. *AFSCME, Council 4, Local 818-052*, 302 Conn. 940, 29 A.3d 466 (2011).

[2] General Statutes § 9-187 (a) provides: "The terms of office of elective municipal officers, when not otherwise prescribed by law, shall be for two years from the date on which such terms begin as set forth in section 9-187a and until their successors are elected and have qualified. When not otherwise prescribed by law, the terms of those town officers appointed by the board of selectmen *shall expire* on the termination date of the term of the board of selectmen appointing such officers." (Emphasis added.)

[3] We note that § 9-187 (a) uses the terms "elective municipal officers" and "town officers appointed by the board" rather than "elected official" and "town official."

[4] General Statutes § 52-418 provides in relevant part: "(a) Upon the application of any party to an arbitration, the superior court . . . shall make an order vacating the award if it finds any of the following defects: (1) If the award has been procured by corruption, fraud or undue means; (2) if there has been evident partiality or corruption on the part of any arbitrator; (3) if the arbitrators have been guilty of misconduct in refusing to postpone the hearing upon sufficient cause shown or in refusing to hear evidence pertinent and material to the controversy or of any other action by which the rights of any party have been prejudiced; or (4) if the arbitrators have exceeded their powers or so imperfectly executed them that a mutual, final and definite award upon the subject matter was not made. . . ."

[5] The town also claimed that there was no agreement to arbitrate a nondisciplinary discharge stemming from the expiration of the term of office of a town officer. The trial court did not address this claim, and the town has not raised that issue on appeal, either before the Appellate Court or this court. Accordingly, we deem the claim abandoned. See, e.g., *Sequenzia* v. *Guerrieri Masonry, Inc.*, 298 Conn. 816, 823–24, 9 A.3d 322 (2010) (claims not raised or briefed on appeal are abandoned).

[6] General Statutes (Rev. to 2007) § 9-185, entitled "Municipal officers," provides in relevant part: "Unless otherwise provided by special act or charter, *assessors*, members of boards of assessment appeals, selectmen, town clerks, town treasurers, collectors of taxes, constables, registrars of voters, members of boards of education and library directors shall be elected . . . . Unless otherwise provided by special act or charter, all other town officers shall be appointed as provided by law . . . except that assessors may be elected or appointed under the provisions of section 9-198. . . ." (Emphasis added.) All references hereinafter to § 9-185 are to the 2007 revision of the statute, unless otherwise indicated.

[7] The record reveals that the town did not present any of this additional "ample support" for the proposition that assessors are municipal officers to the arbitrators. The decision issued by the arbitrators indicates that the town only cited the charter and § 9-187 (a) to support its argument that the assessor's position was subject to a statutory term limit.

[8] In its public policy argument before the Appellate Court, the town included an argument that the trial court improperly concluded that there was no authority for the proposition that, where a collective bargaining agreement conflicts with a state statute, the statute controls. The town augmented this argument by also claiming that an arbitration award, issued pursuant to a collective bargaining agreement, that conflicts with a state statute is similarly unenforceable. Given that the Appellate Court majority rejected the town's public policy argument in its entirety because the town had failed to raise the claim that elected executive leaders have the statutory responsibility to appoint municipal officers before the trial court, the Appellate Court majority did not address the claim that a collective bargaining agreement—or an arbitration award issued pursuant to a collective bargaining agreement—that conflicts with a state statute is unenforceable. See *Marlborough* v. *AFSCME, Council 4, Local 818-052*, supra, 130 Conn. App. 563–64.

[9] The dissent stated, however, that "the proposition that the terms of the . . . agreement may trump well defined statutory provisions regarding the appointment of public officials is startling and unsettling." *Marlborough* v. *AFSCME, Council 4, Local 818-052*, supra, 130 Conn. App. 568 (*Beach, J.*, dissenting). In his dissent, Judge Beach further concluded that the statutory

scheme was clear because § 9-187 (a) provided for the terms of office for town officers appointed by the board, § 9-185 "at all relevant times referred to assessors as town officers who were to be elected unless otherwise provided by special act or charter . . . [and] [t]he town charter included § 5.2, which stated that the [s]electmen shall appoint qualified persons to the following offices to serve at the direction of the [s]electmen . . . . 5.2.1 Assessor." (Internal quotation marks omitted.) Id., 569. Finally, because the dissent believed that "[t]he means by which citizens select their public officers is a matter of public policy as determined by law . . . [it also believed that] the [arbitrators] acted in manifest disregard of the law in reaching [their] conclusion" that the agreement prevailed. Id., 570. Accordingly, the dissent would have remanded the case to the trial court with direction to vacate the award. Id.

[10] General Statutes (Rev. to 2007) § 9-198 provides in relevant part: "Any town . . . may . . . by a two-thirds majority [vote] of the members of the legislative body thereof, provide for the election or appointment of one or more but not more than five assessors. Any such municipality may provide for the term of office, qualifications and compensation of such assessor or assessors . . . . Any municipality acting under the provisions of this section may, whenever necessary to the action taken hereunder, provide for the termination of the terms of assessors then in office." All references hereinafter to § 9-198 are to the 2007 revision of the statute, unless otherwise indicated.

[11] Because we do not reach the original certified question, we express no opinion regarding whether § 9-187 (a), by itself, was well-defined in its applicability to the position of town assessor, or whether the arbitrators' decision that § 9-187 (a) was not clearly applicable to that position at the time of the termination of Chaponis' employment was in manifest disregard of the law.

[12] As the Appellate Court majority correctly noted, the town did not raise this particular public policy claim in its application to vacate the award in the trial court. See *Marlborough* v. *AFSCME, Council 4, Local 818-052*, supra, 130 Conn. App. 565. Accordingly, this court will not address it. See, e.g., *Perez-Dickson* v. *Bridgeport*, 304 Conn. 483, 537, 43 A.3d 69 (2012) ("this court is never required to address unpreserved claims").

[13] We are not persuaded by the union's claim that the position of assessor could not be included in the "town officers" whose terms of office were governed by § 9-187 (a) because the existence of § 9-198, providing the town with the authority, should it choose to use it, to establish an alternative term of office for that position, otherwise prescribes by law the relevant term of office. That there exists a statutory provision providing municipalities with an optional procedure through which to establish an alternative term of office does not automatically render § 9-187 (a) inapplicable to a position expressly listed as a municipal officer in § 9-185. On the contrary, only when the town *exercises* its option under § 9-198 to otherwise prescribe by law the term of office for the assessor will the statutory term limit set forth under § 9-187 (a) be inapplicable.

[14] We acknowledge that the legislature has since amended this statutory scheme to remove assessors from the political process. See Public Acts 2010, No. 10-84, §§ 3, 5 (removing assessors from list of municipal officers in § 9-185 and repealing § 9-198 altogether). As of October 1, 2010, assessors were no longer subject to statutory term limits and, as of that time, it no longer would be illegal for a town to reinstate a municipal assessor at the direction of an arbitral award. Because this legislative change did not occur until 2010, however, under the statutory scheme applicable at all times relevant to this appeal, assessors were political municipal officers pursuant to § 9-185 and were, therefore, subject to the statutory term limitations for appointed officers pursuant to §§ 9-198 and 9-187 (a). See, e.g., *Office & Professional Employees International Union, Local 2* v. *Washington Metropolitan Area Transit Authority*, 724 F.2d 133, 141 (D.C. Cir. 1983) (arbitrators are "bound to apply the law as it existed at the time of the submission" because, otherwise, "parties unhappy with the award would have an incentive to procrastinate in the hope of a new interpretation of the [relevant] laws").

Furthermore, contrary to the union's argument that Public Act 10-84 was simply a legislative recognition of a shift that had already occurred, the legislature's determination that the assessor position should, as of October 1, 2010, no longer be a political one, evinces a desire to *change* the political nature of the assessor position that had existed before that time. See *AFSCME, Council 4, Local 1303-325* v. *Westbrook*, 309 Conn. 767, 789,

A.3d (2013) (discussing legislative history and effect of Public Act 10-84 on assessor position). Thus, the enactment of Public Act 10-84 undermines, rather than supports, the union's claim that the term limits applicable to municipal officers at the time that the town terminated Chaponis' employment did not apply to the town assessor position.

[15] We note, however, that we do not suggest that the agreement itself was an illegal contract and, thus, void ab initio. On the contrary, if a contract provision has two possible constructions, "by one of which the agreement could be held valid and by the other void or illegal, the former is to be preferred." *Bassett* v. *Desmond*, 140 Conn. 426, 431, 101 A.2d 294 (1953). In this case, the just cause provision could be interpreted to apply either: (1) only when the town seeks to discharge an assessor prior to the expiration of her term of office; or (2) any time the town terminates an assessor's employment after her initial appointment. Although we conclude that the latter interpretation is not a legal subject of collective bargaining, the former interpretation seemingly would not run afoul of any statutory mandates. Indeed, under the former interpretation, the town would have satisfied its duty, under the act, to bargain collectively with respect to other conditions of employment associated with the assessor position without effectively converting a political appointee into a regular municipal employee. The former interpretation, therefore, is preferred. Accordingly, the question in this case is not whether the agreement itself, in including a just cause provision for discharge, was illegal, but rather, whether the arbitrators' *interpretation* of the agreement, in finding that it required just cause before the town could refuse to reappoint Chaponis to a successive term of political office, was illegal. It is this question that we answer in the affirmative.