UNREPORTED

IN THE COURT OF SPECIAL APPEALS

OF MARYLAND

No. 0830

September Term, 2012

BALTIMORE COUNTY,
MARYLAND, ET AL.

v.

FRATERNAL ORDER OF POLICE
BALTIMORE COUNTY, LODGE 4

Zarnoch,
Hotten,
Davis, Arrie W.
(Retired, Specially Assigned),

JJ.

Opinion by Hotten, J.

Filed: June 21, 2013

Baltimore County, Maryland, County Executive Kevin Kamenetz, and Director of Human Resources George Gay (collectively "Baltimore County" or "the County"), appellants, appeal the judgment of the Circuit Court for Baltimore County in favor of the Fraternal Order of Police Baltimore County, Lodge 4 ("FOP"), appellee. Before this Court, Baltimore County presents one question for our review, which we have rephrased as follows:[1]

> Whether the circuit court erred when it issued a writ of mandamus requiring Baltimore County to designate an independent third party agency to receive and investigate FOP's unfair labor practice complaint.

For the reasons outlined below, we shall answer the County's question in the negative and affirm the judgment of the circuit court.

I.

FACTUAL AND PROCEDURAL HISTORY

The material facts giving rise to this appeal are not in dispute. Nonetheless, we shall provide a brief factual and procedural summary of the instant case, as it provides perspective regarding the nature of the case's posture before this Court.

In September 2011, Baltimore County unilaterally decided that it would discontinue a portion of the County's Attendance Recognition Program, which provided funding for

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[1] In its brief, the County presented its question to this Court as follows:

> Whether the [c]ircuit [c]ourt erroneously granted summary judgment to FOP on the mandamus count?

eligible County employees to purchase a $100 United States Savings Bond.[2] Specifically, the Attendance Recognition Program, found previously in the County's Policies and Procedural Manual, formerly provided:

> **Section 1.8.3 Attendance Recognition Program**
>
> In an effort to encourage good attendance and recognize those employees who consistently maintain regular attendance, the Attendance Recognition Program was developed. Any employee completing one calendar year of employment without using any sick leave will receive funds to purchase a $100 US Savings Bond, and a letter of congratulations from the County Executive. . . .

(emphasis in original). The County notified the FOP of its decision on June 24, 2011.

Six days later, FOP forwarded a letter to the County in which it acknowledged its receipt of the County's notice to discontinue the funding for the savings bond program and "request[ed] to bargain about the change . . . before any change [to the program wa]s implemented." FOP additionally specified that it had not waived its right to binding arbitration in the event no agreement was reached during the parties' bargain, pursuant to the County's Employee Relations Act.[3] On August 9, 2011, George E. Gay ("Mr. Gay"), Director of Human Resources for Baltimore County, responded to FOP's request to bargain the County's alteration of the Attendance Recognition Program and rejected FOP's collective bargaining demand. Mr. Gay further advised FOP that it was the County's opinion that the

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[2] The record failed to indicated when the Attendance Recognition Program was established.

[3] *See* BALT. CNTY., MD., CODE § 4-5-101 *et seq.* (2004) (hereinafter referred to as the County's "Employee Relations Act" or "the Act").

elimination of § 1.8.3 of the County's Policies and Procedural Manual "is not subject to bargaining." In furtherance of the County's view, Mr. Gay additionally explained that

> . . . [i]t [was] the [County's] position that this policy was developed and implemented unilaterally by the [County], as a management prerogative (*See* [BALT. CNTY., MD., CODE] § 4-5-202 . . . , 2003), through no bargaining with any of the unions representing Baltimore County employees. It has never been the subject of bargaining nor included in the Memoranda of Understanding. The [County] does not consider the modification of its absence control policy to be the subject of negotiation.

Consequently, Mr. Gay advised the FOP of the County's conclusion that "[t]he section may be eliminated at the sole discretion of the county," because the County's Policies and Procedural Manual was "meant to be a non-negotiable management tool[.]"

Thereafter, FOP notified Mr. Gay of its intent to file an unfair labor practices[4]

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[4] Section 4-5-203 of the Baltimore County Code, entitled "**UNFAIR LABOR PRACTICES - PROHIBITED**[,]" provides, in relevant part:

> (a) *County - Enumerated.* The county may not:
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> (1) Interfere with, restrain, or coerce employees in the exercise of their rights of self-organization or non-organization;
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> (2) Encourage or discourage members in an employee organization by discrimination in regard to hiring, tenure, promotion, or other conditions of employment;
>
> (3) Control or dominate an employee organization or contribute financial or other support to it;
>
> (4) Refuse to negotiate in good faith with an exclusive representative[a representative vested with the right and obligation through its authorized representatives and officials to negotiate with the designated representatives

(continued...)

complaint, pursuant to BALT. CNTY., MD., CODE § 4-5-204 (2011)[5], on September 13, 2011. Within FOP's letter to Mr. Gay, it noted that

> . . . [t]he Baltimore County Code provides that such [c]omplaint be filed with an independent third party agency designated by the Labor Commissioner. Since the Labor Commissioner has not yet designated such an agency, I am filing the Complaint with you and requesting that you immediately designate an independent third party agency such as the American Arbitration Association or the FMCS to process this [c]omplaint. The third party neutral would then be selected by the parties from a list supplied.

FOP additionally attached a copy of its complaint for filing, in which it alleged that Baltimore County's unilateral change to a term and condition of employment, by altering the County's Attendance Recognition Program and its subsequent refusal to bargain in good faith, constituted an unfair labor practice in violation of BALT. CNTY., MD., CODE §§ 4-5-203(a)(1) & (4).[6] FOP further alleged that the County was in violation of BALT. CNTY., MD., CODE §§ 4-5-201(a) (providing the Employee Relations Act's "**STATEMENT OF**

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[4](...continued)
by the county administration on matters of wage, hours, and other terms and conditions of employment . . . , *see* BALT. CNTY., MD., CODE § 4-5-311(b)(1)] ; or

> (5) Discipline or otherwise discriminate against a person because the person has filed a charge of unfair labor practice or has given testimony in a proceeding under this act.

BALT. CNTY., MD., CODE § 4-5-203 (2004) (emphasis in original).

[5] *See* Part II, *infra*, for a discussion of Section 4-5-204 of the Baltimore County Code.

[6] *See* note 4, *supra*.

PURPOSE"),[7] and 4-5-310 (providing the means by which the parties are to negotiate when disputes arise).

Mr. Gay acknowledged receipt of FOP's unfair labor practices complaint in his letter of September 14, 2011. In addition, he recognized that Section 4-5-204(a)(1)(i) of the Baltimore County Code provided that he, as the County's Director of Human Resources, must "select an independent third party agency to investigate" FOP's complaint. In addition, he further noted that because "the State of Maryland no longer has an agency to hear [u]nfair [l]abor [p]ractice [c]omplaints," he had previously "utilized the services of the American Arbitration Association . . . to provide a hearing officer to investigate the complaint with each party paying half the cost of the arbitrator and the court reporter." Therefore, Mr. Gay requested that FOP provide notice as to whether it was willing to pay for half the costs of hearing officer and court reporter. Not more than two days later, however, Mr. Gay informed FOP that

> . . . **the County d[id] not agree to participate in, appear at, or pay for a third party agency review of the [FOP's] Unfair Labor Practice . . . complaint purportedly filed under § 4-5-203 of the Baltimore County Code, 2003.** After consulting with the Office of Law, it is the county's position that the subject matter of the complaint, the repeal of **a single provision of the Personnel Manual [Policies and Procedural Manual], is not subject to negotiation with the exclusive representatives and, therefore, is not subject to a[n Unfair Labor Practices] complaint.**

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[7] *See* Part II, *infra*.

(emphasis added). Thus, Mr. Gay asked FOP to "[p]lease consider the letter [he] sent [on behalf of the County]. . . dated September 14, 2011 to be rescinded."

Based on Mr. Gay's refusal to designate an independent third party to investigate and consider FOP's unfair labor practice complaint, FOP brought a cause of action against the County in the Circuit Court for Baltimore County on October 25, 2011. In its complaint, FOP sought declaratory and injunctive relief and further requested the issuance of a writ of mandamus, ordering the County, through Mr. Gay, "to designate an independent third party agency to receive and investigate the FOP's September 13, 2011 unfair labor practice complaint." On December 5, 2011, the County replied, moving for dismissal or summary judgment against FOP. Thereafter, a hearing was scheduled for June 12, 2012.

After reviewing the parties' pleadings and motions, and considering arguments of counsel, the Circuit Court for Baltimore County granted FOP's request for a writ of mandamus and ordered the County to designate a third party agency to receive and investigate FOP's complaint, alleging unfair labor practice, as required pursuant to Section 4-5-204 of the Baltimore County Code.[8] The Court issued its ruling, finding:

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[8] We pause to observe that the circuit court did not dispose of FOP's claims for declaratory judgment and injunctive relief.

It is axiomatic that "an order or other form of decision, however designated, that adjudicates fewer than all of the claims in an action (whether raised by original claim, counterclaim, cross-claim, or third-party claim), or that adjudicates less than an entire claim, or that adjudicates the rights and liabilities of fewer than all the parties to the action[]" is generally not a final judgment. Md. Rule 2-602(a)(1). The purpose of this rule "is to prevent (continued...)

The question that's in front of me is, under the Baltimore County Code provisions, if a complaint is made alleging an unfair labor practice, **it mandates that the [C]ounty Director of Human Resources refer it over to an arbitrator. I mean, that's mandatory, and it is like any other arbitration provision.**

If the parties by law or by contract agree to arbitration, you can't opt not to arbitrate, just because you don't want to go through the process.

So the only question in front of me is whether what's alleged here is a labor practice, because then it's up to the arbitrator. If it's a labor practice, it's up to the arbitrator to decide after hearing from everyone whether what's being done is unfair or not.

Labor practices are defined under 4-5-203, and the only one that this falls under is this sort of broad category of refusing the negotiate in good faith with an exclusive representative.

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[8](...continued)
piecemeal appeals by providing that **only where a trial court has fully adjudicated all the issues in a case will an appeal be permitted**." *Russell v. Am. Sec. Bank, N.A.*, 65 Md. App. 199, 202 (1985) (emphasis added).

Further, the Court of Appeals has emphasized that there must be a declaratory judgment entered in a case disposing of a declaratory judgment action. *Jackson v. Millstone*, 369 Md. 575, 593–95 (2002). *See also Harford Mutual v. Woodfin*, 344 Md. 399, 414–15 (1997) ("This Court has reiterated time after time that, when a declaratory judgment action is brought, and the controversy is appropriate for resolution by declaratory judgement, 'the trial court must render a declaratory judgment.'") (quoting *Christ v. Department*, 335 Md. 427, 435 (1994).

At oral argument, however, FOP conceded that it had waived its claims to any additionally requested relief, noting that the writ of mandamus was what it truly sought. As a consequence, we conclude that the circuit court's order of June 25, 2012, comports with Maryland's longstanding rule that ordinarily requires a judgment's finality as a jurisdictional prerequisite to the viability of an appeal. We shall therefore address the merits of the parties' contentions presented in this appeal.

> I mean, I am stuck with what the county code says. It's not a question of whether I think this is the way it should go or what's the best use of judicial resources. It's . . . clear on . . . its face that this is what is mandated, and I think it is.
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> . . . You all, in the [C]ounty [C]ode, opted for a process that requires it to go to arbitration, not the court, and just because I think I'm clear on what I would do if I had the arbitration, it doesn't give me the right to circumvent the process that was dictated by the code.
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> * * *
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> . . . I think it is a requirement that it go to arbitration, because that's what the code requires.
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> Therefore, I am granting their motion for summary judgment and will issue an order that just directs that the county refer it to the process as it's required to under the code . . . .

(emphasis added). Subsequent to the entry of the circuit court's judgment, Baltimore County noted a timely appeal to this Court.

Additional facts shall be provided, *infra*, to the extent they assist in our consideration of the issue presented.

II.

DISCUSSION

Md. Rule 2-501(f) provides that circuit court "shall enter [summary] judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law." We review a circuit court's grant or denial of

summary judgment *de novo* by conducting our own independent review of the record and deciding the same legal issue(s) as the trial court. *Haas v. Lockheed Martin Corp.*, 396 Md. 469, 478–79 (2007). When, as in this case, there are no disputed facts related to the trial court's grant or denial of summary judgment, our only task is to determine whether the trial court's decision was legally correct. *Id.* at 479.

Baltimore County avers that the circuit court erroneously issued a writ of mandamus requiring it to designate an independent thirty party agency to receive and investigate FOP's unfair labor practice complaint for two reasons. First, the County contends that "the Director of Human Resources was under no *imperative legal duty* to designate an independent third party agency regarding a matter the County is not obligated to negotiate under the clear language" of the County's Policies and Procedural Manual." (emphasis in original). To support this argument, the County insists that the court engaged in "[s]tatutory [m]isconstruction[,]"(emphasis omitted), because – according to the County– an evaluation of BALT. CNTY., MD., CODE, § 4-5-202 "obvious[ly demonstrates] that the $100 Savings Bond Program was a management prerogative, not subject to negotiation, not memorialized in a[] [Memorandum of Understanding,[9]] and, therefore . . . , its discontinuance could not constitute an unfair labor practice referable to an independent third party agency." Second, the County argues that "under no circumstances could FOP establish that it has a clear legal right to negotiate the discontinuance of the $100 . . . Savings Bond in the face of Section 1

[9] *See* note 12, *infra*.

of the [County's Policies and Procedural Manual], which states the exact opposite of the FOP's proposition." Thus, the County avers that there is "utterly no merit to the substance of FOP's unfair labor practice complaint," causing enforcement to lead to "absurd results," (emphasis omitted). We are unpersuaded.

It is axiomatic "that the purpose of a traditional common law mandamus action is 'to compel . . . public officials or administrative agencies to perform their function, or perform some particular [non-discretionary] duty imposed upon them." *Murrell v. Mayor & City Council of Balt.*, 376 Md. 170, 193 (2003) (quoting *Gisriel v. Ocean City Elections Board*, 345 Md. 477, 496–97 (1997), in turn, quoting *Goodwich v. Nolan*, 343 Md. 130, 145–48 (1996)) (internal quotation marks omitted). *See also O'Brien v. Bd. of License Comm'rs for Wash. Cnty.*, 199 Md. App. 563, 578 (2011). Admittedly, "[t]he writ ordinarily does not lie where the action to be reviewed is discretionary or depends on personal judgment." *Goodwich*, 343 Md. at 145 (citations omitted), *quoted in City of Annapolis v. Bowen*, 173 Md. App. 522, 533, *rev'd on other grounds*, 402 Md. 587 (2007). Even so, if one seeking the writ demonstrates a clear right to the relief requested and a ministerial obligation on the part of the offending party to perform the particular duty subject to the requested writ, then traditional common law mandamus shall be attained. *Cf. Harvey v. Marshall*, 158 Md. App. 355, 381 (2004). The writ of mandamus "is a summary remedy for want of a specific one, where there would otherwise be a failure of justice. It is based upon reasons of justice and public policy, to preserve peace, order and good government." *Phillip Morris Inc. v.*

Angeletti, 358 Md. 689, 708 (2000) (quoting *State v. Graves*, 19 Md. 351, 374 (1863)). In light of the circumstances presented before us, we conclude that the Circuit Court for Baltimore County did not err in issuing a writ of mandamus requiring the County to designate an independent thirty party agency to receive and investigate FOP's unfair labor practice complaint. We explain.

At the outset, we recognize that our analysis properly begins and ends with an evaluation of the Employee Relations Act, outlined in BALT. CNTY., MD., CODE § 4-5-101 *et seq*. (2004). *See* note 1, *supra*. When we interpret a code provision, as we are required to do here, the aphorisms of statutory construction guide our analysis. In *Bowen v. City of Annapolis*, 402 Md. 587 (2007), the Court of Appeals summarized the notions of statutory interpretation as follows:

> . . . The cardinal rule of statutory interpretation is to ascertain and effectuate the intent of the Legislature. Statutory construction begins with the plain language of the statute, and ordinary, popular understanding of the English language dictates interpretations of its terminology.
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> In construing the plain language, "[a] court may neither add nor delete language so as to reflect an intent not evidenced in the plain and unambiguous language of the statute; nor may it construe the statute with forced or subtle interpretations that limit or extend its application." Statutory text " 'should be read so that no word, clause, sentence or phrase is rendered superfluous or nugatory.' " The plain language of a provision is not interpreted in isolation. Rather, we analyze the statutory scheme as a whole and attempt to harmonize provisions dealing with the same subject so that each may be given effect.
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> If [the] statutory language is unambiguous when construed according to its ordinary and everyday meaning, then we give effect to the statute as it is written. "If there is no ambiguity in that language, either inherently or by reference to other relevant laws or circumstances, the inquiry as to the

> legislative intent ends; we do not need to resort to the various, and sometimes inconsistent, external rules of construction, for 'the Legislature is presumed to have meant what it said and said what it meant.'"

Id. at 613–14 (quoting *Kushell v. Dep't of Natural Res.*, 385 Md. 563, 576–78 (2005)) (internal citations omitted in Bowen).

In that regard, we observe that the Employee Relations Act serves two purposes. First, the Act serves "to promote the improvement of employer-employee relations within the various agencies of the [C]ounty government by providing a uniform basis for recognizing the right of employees of classified service of the county to: (i) [j]oin employee organizations of their own choice or refrain from joining an employee organization; and [to b]e represented by the employee organizations in their employment relations and dealings with the [C]ounty [government] administration." BALT. CNTY., MD., CODE § 4-5-201(a)(1) (2004). Second, the purpose of Baltimore County's Employee Relations Act is

> to establish procedures by which the county administration or its designated representatives may negotiate in good faith with an exclusive representative with affirmative willingness to resolve grievances[10] and disputes relating to wages, hours, and other terms and conditions of employment,[11] as defined in

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[10] Baltimore County's Employee Relations Act defines a "grievance" as any dispute concerning: (1) the "[a]pplication or interpretation of the terms of a written memorandum of understanding;" (2) "[d]iscriminatory application or misapplication of the rules or work practices of an agency of the county;" (3) "[s]uspension, dismissal, promotion, or demotion of an employee;" or "[a] complaint about an examination or examination rating." BALT. CNTY., MD., CODE § 4-5-101(h).

[11] Because the County's Employee Relations Act does not provide specific definitions to the terms "wages", "hours", and "terms and conditions of employment", we shall interpret the terms by their ordinary and plain meaning in the English language. *See Bowen*, 402 Md. (continued...)

> this act, and to finalize in writing a memorandum of understanding[12] of matters agreed on, acting within the framework of fiscal procedures, laws, rules, and regulations, and Charter provisions of the [C]ounty and the [C]onstitution and [L]aws of the [S]tate.

BALT. CNTY., MD., CODE § 4-5-201(a)(2) (2004). Further, the Act reflects that both the County and employee organizations "pledged themselves to work together to accomplish" the mutual objective of

> . . . bring[ing] about a higher level of public service and improved efficiency in the operation of the county government as an outgrowth of this collective bargaining law.

BALT. CNTY., MD., CODE § 4-5-201(b) (2004). As a consequence, the Act prohibits Baltimore County and its employees from engaging in unfair labor practices. *See* BALT. CNTY., MD., CODE § 4-5-203(a) & (c) (2004) (delineating the Act's prohibited conduct). Further, when such unfair labor practices are alleged, the Act provides a right for the County

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[11](...continued)
at 613. *See also Locksin v. Semsker*, 412 Md. 257, 275–77 (2010) (noting that "[i]n every case, the statute must be given a reasonable interpretation, not one that is absurd, illogical, or incompatible with common sense.") (citations omitted).

Additionally, we observe that the Employee Relations Act does not provide a specific definition for the term "unfair labor practice." The statute does, however, provide a series of prohibited acts in Section 4-5-203(a), entitled "**UNFAIR LABOR PRACTICES - PROHIBITED.**" *See* note 4, *supra*. We therefore refer to the prohibited conduct enumerated within the sub-provisions of Section 4-5-203(a) as examples of an unfair labor practice.

[12] Section 4-5-101(j) defines "memorandum of understanding" as "a written memorandum signed by the County Executive and the exclusive representative, covering all items agreed to by both parties and that the county administration in good faith approves." BALT. CNTY., MD., CODE § 4-5-101(j).

or employee organizations to file an investigative complaint with an independent third party agency. *See* BALT. CNTY., MD., CODE § 4-5-204(a)(1)(i) (2011). Specifically, this provision of the complaint and remedy process provides

> The county administration or an employee organization may file a verified complaint with **an independent third party agency designated by the Director of Human Resources** that the other party has committed an unfair labor practice.

Id. § 4-5-204(a)(1)(i) (emphasis added). Said complaint must "include a detailed statement of the **alleged** unfair labor practice." *Id.* § 4-5-204(a)(1)(ii) (emphasis added).

Following the filing of the complaining party's complaint and the alleged offender's permitted response, *see id.* § 4-5-204(a)(2) (noting that "[t]he party complained of may file an answer to the complaint within 5 days after receiving service of the complaint[]"),

> . . . The independent third party agency receiving the complaint shall investigate the complaint and may:
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> (1) [i]ssue an order dismissing the complaint;
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> (2) [o]rder further investigation; or
>
> (3) [o]rder a hearing on the complaint at a designated time and place.

Id. § 4-5-204(b).

Under the ordinary use of the English language, we find the plain text of Section 4-5-204(a)(1)(i) to be clear and unambiguous. The phrase "an independent third party agency designated by the Director of Human Resources" means precisely what it says – the complaint process *requires* the Director of Human Resources to designate an independent

Nevertheless, Baltimore County contends that the Director of Human Resources' designation is contingent upon the County's *own* independent finding that an employee organization's complaint is valid. At present, the County insists that the Director of Human Resources is under no duty unless the County preliminarily determines that the alleged failure to negotiate in good faith, as required by BALT. CNTY., MD., CODE §§ 4-5-203(a)(4) & 4-5-310 *et seq.* (2004), pertains to:

> (i) [w]ages, hours, [or] terms and conditions of employment; [or]
>
> (ii) [t]he drafting of a written memorandum of understanding containing all matters agreed upon, signed by the authorized representatives of both parties.

BALT. CNTY., MD., CODE § 4-5-310(a)(2) (2004). Specifically, the County argues that "no imperative legal duty to designate an independent third party agency [exists because] . . . the County is not obligated to negotiate under the clear language of the" County's Policies and Procedural Manual. Our best guess at the County's dubious argument is that no mandate exists because Section 1 of the County's Policies and Procedural Manual, entitled, "**Code of Conduct and Policies**," provides the following disclaimer:

> This manual was published to aid employees and supervisors in understanding various policies, personnel rules, regulations and procedures. **It does not constitute an express or implied contract and is not intended to create any rights, contractual or otherwise not set forth in the Baltimore County Code.** The County has the right to modify or discontinue any policy referenced in this manual at any time without prior written notification.

(emphasis in original).

Therefore, according to the County's argument, because it characterizes the Attendance Recognition Program as a "management prerogative" and because it is not contained within an already existing memorandum of understanding between the County and FOP– or any other employee organization– it is under no obligation to negotiate pursuant to the Employee Relations Act. Thus, if we follow Baltimore County's train of thought, the County contends that because it believes it is under no duty to negotiate, no unfair labor practice was committed, and Mr. Gay was under no duty to designate an independent third party agency to review FOP's complaint.[13] It appears that Baltimore County has placed the proverbial cart before the horse.

We cannot find any language within the Employee Relations Act to support the County's assertion that it may determine the merits of an employee organization's allegations of unfair labor practices. Indeed, contrary to Baltimore County's bald assertions, the Employee Relations Act provides a specific means by which disputes regarding unfair labor practices are to be resolved. *See* BALT. CNTY., MD., CODE §§ 4-5-204 (2011) (providing the means by which a complaint is to be filed and a remedy is to be determined) & 4-5-501

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[13] On several occasions during oral argument, the County insisted that no requirement to negotiate exists because Section 1 of the County's Policies and Procedural Manual provides that "[t]he County has the right to modify or discontinue any policy referenced in this manual at any time without prior written notification." But just because the County maintains the desire to treat this language as if it were part of the Employee Relations Act does not make it so. *Cf. NLRB v. Mining Specialists, Inc.*, 326 F.3d 602, 607 (2003) (noting that "a bonus plan that is [unilaterally] established as compensation for services rendered is a mandatory subject of bargaining.") (citing *Laredo Coca Cola Bottling Co.*, 241 NLRB 167, 173–74 (1979).

(2006) through 4-5-505 (2004) (providing the subjects of bargaining/negotiation and the specific procedure by which disputes are resolved through binding arbitration). Therefore, even assuming *arguendo* that any ambiguity existed as to the arbitrability of FOP's claim, "when the language of an arbitration clause is unclear as to whether the subject matter of the dispute falls within the scope of the arbitration agreement, the legislative policy in favor of the enforcement of agreements to arbitration dictates that ordinarily the question of substantive arbitrability initially should be left to the decision of the arbitrator." *Gold Coast Mall, Inc. v. Larmar Corp.*, 298 Md. 96, 107 (1983) (additionally noting that "[w]here there is a broad arbitration clause, calling for the arbitration of any and all disputes . . . , all issues are arbitrable unless expressly and specifically excluded.") (citations omitted).

Moreover, Baltimore County's proposed interpretation, if adopted, would render the entire dispute resolution system outlined in the Employee Relations Act meaningless. To be sure, well-established canons of statutory construction prohibit statutes from being interpreted in ways that would lead to absurd results, or results that would render meaningless any section of a statute. *See Lockshin*, *supra*, 412 Md. at 276 ("In every case, the statute must be given a reasonable interpretation, not one that is absurd, illogical, or incompatible with common sense.") (citations omitted); *Getty v. Carroll Cnty. Bd. of Elections*, 399 Md. 710, 729 n.17 (2007) ("We have, moreover stated that our interpretation of statutes should not lead to absurd results."); *Montgomery Cnty. v. Buckman*, 333 Md. 516, 523–24 (1994). As a consequence, the circuit court properly rejected Baltimore County's

argument, when it stated, "if the parties by law or by contract agree to arbitration, you can't opt not to arbitrate, just because don't want to go through the process." Accordingly, we conclude that the circuit court committed no error in issuing a writ of mandamus, and, therefore, affirm.

JUDGMENT OF THE CIRCUIT COURT FOR BALTIMORE COUNTY IS AFFIRMED. COSTS TO BE PAID BY APPELLANTS.