

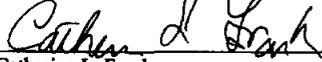
meaning of its words where the language is clear. In re Stacey, 138 Vt. 68, 72 (1980). If clear and unambiguous, the provisions of a contract must be given force and effect and be taken in their plain, ordinary and popular sense. Sweet v. Vermont State Colleges, 141 Vt. 275 (1982). The law will presume that the parties meant, and intended to be bound by, the plain and express language of their undertakings; it is the duty of the Board to construe contracts, not to make or remake them for the parties, or ignore their provisions. Vermont State Colleges Faculty Federation v. Vermont State Colleges, 141 Vt. 138, 144 (1982).

In applying these rules of construction here, we conclude that the State's motion to dismiss should be granted. The provisions of Article 16, Section 4(a), clearly and unambiguously set forth the parties' intent that a classification determination can be grieved only if the position is not reclassified to a higher pay grade. Since Appellant's position was reclassified upward one pay grade, she lacks standing to grieve the reclassification determination.

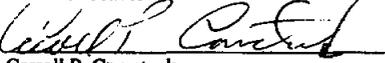
NOW THEREFORE, based on the foregoing reasons, it is hereby ORDERED that the State of Vermont's Motion to Dismiss is GRANTED, and the Appeal of Pauline Liese is DISMISSED.

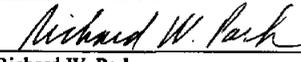
Dated this 23rd day of October, 1997, at Montpelier, Vermont.

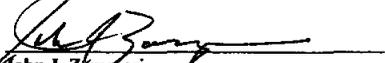
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