

Chairman of the YSU Academic Council

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INTERNAL DISCIPLINARY RULES OF “YEREVAN STATE UNIVERSITY” FOUNDATION

1. GENERAL PROVISIONS

1. The present internal disciplinary rules define the employment of citizens, transfer of employees to another job, their promotion, bringing to disciplinary liability including the regulation on termination of employment, means of reward and disciplinary penalty, the main rights, obligations, work time and vacation regime of employees and learners as well as other issues relating to work relations in “Yerevan State University” foundation (hereinafter YSU) in accordance with the legislation of the Republic of Armenia (hereinafter RA).

2. The present rules apply to all YSU employees (regardless of profession, specialisation, qualification, occupied post and other qualities) and learners as well as the persons present in YSU territory who are in civil legal relations with YSU, make use of YSU services or works, cooperate with YSU or its structural subdivisions or are temporarily present in YSU territory for other purposes.

3. The present rules on employment, employees’ promotion and bringing to disciplinary liability do not apply to the YSU Rector.

4. The issues relating to the adherence to the internal disciplinary rules are regulated by the YSU administrative staff (Rector, vice-rectors, heads of structural subdivisions) within the confines of the rights granted to them and in the cases envisaged by the RA legislation, YSU Charter, YSU collective contract and present rules – in cooperation with the YSU Trade union.

5. The internal disciplinary rules are approved and all the changes within them are made by the YSU Academic Council and are put into application by the decree of the Rector.

6. YSU personnel is made aware of the internal disciplinary rules.

2. REGULATION ON EMPLOYMENT, TRANSFER TO ANOTHER JOB AND TERMINATION OF EMPLOYMENT

7. Employment, transfer to another job, dismissal from employment in YSU are carried out in correspondence with the RA Labour legislation and in the cases specified by law – in accordance with the YSU collective contract.

Regulation on employment

8. Work relations with employees occur upon signing work contract with the YSU Rector or the official authorized by the Rector or by means of passing an individual legal act on employment by employer in compliance with the regulation defined by law.

9. During the employment procedure the YSU Rector or the official authorized by the Rector are obliged to require from the applicant the following documents:

- 1) **(the 1st subpoint is invalidated by decision № 1/5 of the YSU Academic Council on 10.10.2018),**
- 2) valid identity document, social security number or a defined reference,
- 3) reference on the health condition (sanitary booklet) if the work contract is signed for the works which require initial and periodic medical checkings as well as when signing work contract with the citizens under the age of 18,
- 4) certificate on education or necessary qualification if the work is connected with certain education or professional skills in correspondence with the labour legislation,
- 5) agreement of either of parents, adoptor or trustee if an underage 14- to 16-year-old citizen is employed,
- 6) other documents defined by law or other normative legal acts.

10. All the YSU employees are classified into academic-pedagogical (teaching staff, academic workers), engineering-technical, administrative, industrial, education-supporting and other categories.

11. The post-placement of teaching staff is carried out on the basis of competitive selection the regulation and terms of which are defined by the RA law “on Higher and Postgraduate Professional Education”, “on Education”, YSU Charter, the procedure on competitive selection and post-placement of YSU teaching staff and other internal legal acts.

12. YSU employees can work in multiple jobs.

13. During the employment procedure an employee shall be acquainted with the internal YSU legal acts and work description (post passport) relating to the work carried out by him/her. Observance of the provisions established therein by employee is obligatory.

14. When employing a YSU employee or transferring him/her to another job the administration shall:

- a) introduce the employee with the terms of the work,
- b) introduce the employee with the collective contract,
- c) introduce the employee with the YSU internal disciplinary rules,
- d) carry out instruction on observance of safety, sanitary, fire-prevention rules.

According to subpoint “a” of the present point the responsible person for YSU work safety and health support service or an official having such authorities introduces employees with the work terms, according to subpoint “b” the head of YSU Trade Union introduces employees with the collective contract, and the enforcement of the rules of subpoints “c” and “d” is carried out by a worker of YSU Human resources department.

(The 14th point is modified by decision № 1/5 of the YSU Academic Council on 10.10.2018)

Transfer to another job

15. An employee’s transfer to another job is carried out in compliance with the regulation defined by the RA labor legislation.

An employee’s transfer to another job in YSU, the amount of salary, privileges, changing of the work regime, defining non-full work time or elimination of it, categories and names of posts are the essential terms of work in the case of change of which employer shall make employee aware within the dates defined by the RA labor law.

Without employee’s written consent employer can change the terms of salary in compliance with the regulation defined by the labor legislation.

An employee cannot be transferred to the job which on the conclusion of medical-social expert committee is contraindicated in him/her for the reasons of health condition.

16. Transfer to another job in YSU is carried out in accordance with the contract of transfer to another job signed with employee.

Termination of work contract

17. Work relations with an employee are terminated through termination of work contract in compliance with the regulation defined by the RA legislation and YSU collective contract.

18. An employee has the right to terminate at his/her will the work contract signed for an indefinite as well as definite period prior to the expiration of its validity by informing about it to the employer in a written form at least 30 days beforehand. After the end of the term an employee has the right to terminate the work and the employer is obliged to formulate the termination of the work contract and carry out final settlement with the employee.

19. Work contract signed for an indefinite as well as definite period is subject to termination prior to the expiration of its validity with the consent of the parties or at the request of employee in case of his/her illness or disability which prevents him/her from performing his/her direct responsibilities.

20. An employee has the right to terminate work contract signed for an indefinite as well as definite period prior to the expiration of its validity by informing about it to the employer in a written form at least 5 days beforehand if the termination of the work contract is linked to the illness or occupational handicap or other valid excuse preventing from his/her work, or if the employer does not carry out the responsibilities defined by the work contract, violates the law or collective contract.

21. An employer can terminate the work contract signed for a definite period prior to the expiration of its validity by informing about it to the employee in a written form at least ten days beforehand.

22. An employer has the right to terminate the work contract signed for an indefinite or definite period prior to the expiration of its validity in the cases and regulation envisaged by the 113rd article of the RA labor law.

23. Termination of work contract and final settlement are formulated by the decree of the Rector.

3. JURISDICTION OF THE YSU RECTOR

24. Within the confines of the YSU Rector's jurisdiction the YSU Rector:

1) directs YSU educational, academic, industrial, economic, financial, international and other activities,

2) organizes the work of YSU Academic Council, structural subdivisions assuring their concordant activity,

3) summons the sessions of YSU Academic Council, rectorate,

4) presents annual report to the YSU Board of Trustees,

5) assures implementation of YSU Council and Academic Council decisions,

6) submits YSU structure to the YSU Board of Trustees for approval as well as presents suggestions on creation, restructuring or liquidation of structural subdivisions,

7) submits the charters, regulations of YSU structural subdivisions, internal university rules, other internal legal acts to the YSU Academic Council for approval,

- 8) issues decrees on admission of students, their course repetition, expulsion, restoration, formation of a corresponding vacation and granting a qualification degree,
- 9) appoints and dismisses YSU vice-rectors, heads of YSU subdivisions, determines their activity fields and jurisdiction,
- 10) employs and dismisses YSU employees, defines the means of promotion for them and implements disciplinary penalties,
- 11) signs work contracts with elected deans, heads of chairs and workers of educational-pedagogical staff,
- 12) withholds the YSU Academic Council as well as administrative bodies of structural subdivisions and other separate officials' decisions, which do not stem from their jurisdiction, contradict the legislation of the Republic of Armenia and YSU Charter, by appointing their rediscussion,
- 13) during the time of the YSU Rector's absence reallocates the performance of the Rector's responsibilities to one of the vice-rectors,
- 14) provides licences on speaking on the behalf of YSU including opening settlement account in banks by the right of reauthorisation,
- 15) implements other powers not contradicting the legislation of the Republic of Armenia and not reserved to other YSU governing bodies.

4. RIGHTS AND OBLIGATIONS OF YSU EMPLOYEES

25. YSU employees have the right to:

- 1) elect and be elected for YSU corresponding posts and in corresponding governing bodies,
- 2) participate in discussion and addressing issues concerning YSU activity,
- 3) make use of the services of libraries, information stores, academic and scientific subdivisions, as well as social-domestic, medical and other YSU structural subdivisions in compliance with the YSU Charter and (or) collective contract,
- 4) appeal decrees and assignments of the head of a YSU corresponding subdivision by the regulation defined by the RA legislation,
- 5) receive the salary corresponding to his/her qualification, complexity and quality of the work performed timely and in full amount,
- 6) have organisational and material-technical terms for professional activity,
- 7) freely become a member of the YSU Trade Union in order to defend his/her employment rights and social interests,
- 8) defend his/her employment rights and interests by all the means not prohibited by law.

Teaching staff has the right to select the methods and means of teaching with the guarantee of the chair which assure high quality of study process.

26. YSU employees are obliged to:

- 1) perform the responsibilities envisaged by Labour law, the RA laws "on Education", "on Higher and Postgraduate Professional Education", YSU Charter, internal disciplinary rules, YSU internal legal acts and work contract or individual legal acts,
- 2) preserve work discipline, work time regime, be present in the university during the defined work time and make use of the work time effectively,
- 3) immediately make the direct administration aware of the circumstances disrupting work performance and when possible take the necessary measures to eradicate them,

- 4) keep work property, tools and appliances safe, keep them in good condition, maintain cleanliness at work place,
- 5) implement the requirements of the legal acts on safety and health preservation and rules on work organisation and implementation,
- 6) uphold the honour and reputation of YSU,
- 7) behave decently at work place observing the rules of social coexistence,
- 8) compensate the material damage caused to YSU which emerged:
 - a) as a result of damaging or losing YSU property,
 - b) as a result of allowing over-expenditure of materials,
 - c) in case of employer's compensation of the damage caused by other persons during the employee's completion of work responsibilities,
 - d) as a result of inadequate preservation of material values,
 - e) as a result of stealing material or monetary values.

5. RIGHTS AND OBLIGATIONS OF YSU LEARNERS (STUDENT, POSTGRADUATE STUDENT)

27. A YSU learner (student (of bachelor and master's degree programme), postgraduate student) has the right to:

- 1) participate in the formation of the content of his/her education (selection of courses and specialisation) by preserving the requirements of the state educational standards of higher professional education,
- 2) at his/her discretion, according to his/her inclinations and demands select specialty, education mode, do research, at any education level interrupt or continue higher and postgraduate professional education,
- 3) get knowledge corresponding to the contemporary level of science, technology and culture, attend the lectures delivered at YSU,
- 4) except for the selected educational courses acquire any other study course which is taught in YSU according to the defined regulation,
- 5) participate in the activities of corresponding YSU governing bodies according to the regulation defined by the legislation or YSU Charter,
- 6) present suggestion through the class leader when deciding the sequence of exams and pass-fail exams in the timetable of exam session,
- 7) make use of YSU library, laboratories, information stores, the services of academic, scientific, medical and other subdivisions, participate in scientific research works, conferences, seminars and symposiums in accordance with the YSU Charter and internal legal acts,
- 8) appeal the decrees and assignments of YSU administration in accordance with the regulation defined by the RA legislation,
- 9) receive scholarship including the nominal one, as well as the ones appointed by a legal or physical person in the defined amount by the regulation defined by the RA functioning legislation and YSU Charter,
- 10) make use of the right of full or partial compensation of tuition fee including the one implemented by means of student's status transferring in accordance with the RA legislation and YSU internal legal acts,
- 11) get acquainted with YSU Charter and other normative documents,

12) in accordance with the regulation defined by the RA Ministry of Education and Science if necessary obtain academic vacation for the period of up until one year, except for the cases envisaged by the legislation,

13) be on vacation for not more than two times – not more than seven weeks of general duration – within the given academic year,

14) in case of the need for dormitory get a corresponding room in the dormitory in accordance with the YSU defined regulation,

15) be transferred to another institution of higher education including foreign institutions of higher education in accordance with the regulation defined by the RA government,

16) receive moral and/or material reward for high academic attainment and participation in scientific-research works in accordance with the regulation defined by the RA legislation and in YSU,

17) join in student councils, student scientific societies and other student organisations the regulation on the creation and functioning of which is defined by the YSU Charter,

18) a former student who interrupted his/her studies has the right to get restored in YSU.

28. A YSU learner is obliged to:

1) perform the requirements of study programme: to attend obligatory study classes, to do all the assignments envisaged by study plan,

2) perform all the requirements of the YSU Charter and internal disciplinary rules,

3) take all the exams and pass-fail exams within the dates envisaged by study plan,

4) handle carefully the YSU property. A YSU learner bears material responsibility for the damage caused to YSU property in accordance with the functioning legislation,

5) uphold the honour and reputation of YSU,

6) preserve moral norms of society and rules of coexistence,

7) be disciplined, maintain cleanliness in all YSU educational, educational-industrial and other structures,

8) perform other responsibilities envisaged by the RA laws “on Education”, “on Higher and Postgraduate Professional Education”, YSU Charter, internal disciplinary rules, YSU internal legal acts and contract on learning conditions.

In case of the absence of lecturer for more than 10 minutes since the commencement of the lesson in the auditorium students are obliged to inform about it to the dean's office through the class leader.

29. Learners studying on the fee-payment basis are obliged to pay tuition fee within the period defined by the contract of study terms. In case of not paying the tuition fee in time the learners can be expelled from YSU.

30. In case of not attending the classes for valid reasons learner is obliged to inform about it to the dean's office on the same day and on the first day of being present in YSU to submit the data about the reasons for not participating in the classes.

In case of a disease learner submits a corresponding document on temporary work incapacity in accordance with the defined regulation.

6. OBLIGATIONS OF YSU ADMINISTRATIVE STAFF

31. YSU administrative staff is obliged to:

1) assure ordinary organization of the work of educational-pedagogical, engineering, administrative, industrial and educational-support categories workers,

- 2) carry out material-technical support, furnishing of the areas and material support necessary for study process within the limits of YSU financial means ,
- 3) carry out the methodological support of study process, approve the load of study works,
- 4) assure orderly state, heating, lighting, ventilation, furnishing of the areas,
- 5) assure the payment of YSU employees' salaries and students' scholarships within the defined dates,
- 6) provide vacation timely according to the approved schedule,
- 7) assure upgrading of the teaching staff's qualification,
- 8) contribute to the creation of business, creative environment within the staff, timely discuss universitarians' suggestions directed at the enhancement of university activity,
- 9) perform the requirements defined by the provisions of the collective contract,
- 10) observe labour legislation and the rules of work protection (machine safety rules, sanitary norms and rules, etc.),
- 11) perform other responsibilities envisaged by the RA legislation.

7. WORK TIME

32. Work time is the period of time, during which an employee shall perform the work envisaged by the work contract, as well as other time periods equaled to it.

33. In YSU works are organized within the time limits of 9.00 till 21.00.

34. In YSU study process is organized within 5 days of a week: from Monday to Friday. In certain cases (lack of auditorium fund or conditioned by the invited lecturers' engagement during working days) the conduction of classes as well as learning in part-time education mode is allowed in accordance with a previously approved class schedule and timetable on Saturdays since 9.30 till 14.30. Working on holidays and vacation days is allowed in cases and regulation envisaged by law.

35. A five-day working week of 32-hour general duration is defined for the workers of YSU teaching staff (head of chair, professor, associate professor, assistant and lecturer).

A five-day working week of 20-hour general duration is defined for YSU academic workers.

A five-day working week of 36-hour general duration is defined for other YSU employees.

(The 35th point is modified by decisions № 6/6 on 03.05.2018 and № 1/5 on 10.10.2018 of the YSU Academic Council).

36. The work time for YSU academic-pedagogical and academic workers is defined for the time limit of 9.15 till 21.00 preserving the workload of a day.

The beginning of a workday of other YSU employees is defined for Monday till Thursday at 9.15 and its end – at 17.00, and the beginning of working Friday is defined at 9.15 and its end – at 16.45. Break is defined for the time period since 13.00 till 13.30. Proceeding from the nature of the work each subdivision can alter the break time.

Conditioned by the necessity of work each subdivision can alter the work time within the time-limit beginning from 9.15 to 21.00 preserving the workload of a day by the permission of the YSU Rector.

(The 36th point is modified by decisions № 6/6 on 03.05.2018 and № 1/5 on 10.10.2018 of the YSU Academic Council).

37. The control over the observance of class schedule and individual educational-methodological and scientific-research works is carried out by the YSU Educational-methodological department and vice rector for academic affairs.

38. The duration of a work day is reduced by one hour on the days preceding holidays and days of remembrance except for the employees working in the terms of short work time.

39. Short duration of work time is defined for the employees under the age of 18, the ones working in night time, in dangerous conditions of work as well as other cases envisaged by the collective contract, that are defined by a decree in each case.

40. The involvement of employees in overtime works is allowed only in the cases and regulation defined by the RA labor legislation.

The YSU Rector, vice-rectors and officials', who supervise over the structural subdivisions, work exceeding the defined work time is not considered as overtime.

41. YSU administration is obliged to organize the accounting of each employee's work time.

8. VACATION TIME

42. Vacation time is the time period vacant of work which is regulated by law, collective or work contract and is used by an employee at the his/her discretion.

43. The minimal annual duration of vacation in case of five-day working week is 20 work days.

44. The YSU Rector, vice-rectors, heads of structural subdivisions are provided with annual prolonged vacation with the overall duration of 25 days and teaching staff – with the overall duration of 35 days.

45. The sequence of providing vacation is defined by the decree of the YSU Rector considering the normal process of YSU activity and assurance of employees' favourable vacation conditions. Teaching staff, as a rule, is provided with annual vacation during the period of summer vacations.

9. PROMOTION OF WORK AND STUDY ACHIEVEMENTS

46. For exemplary performance of work responsibilities, enhancement of work effectiveness, impeccable work, innovations in work and other achievements, active participation in scientific-research and social works the following incentives are defined for employees and learners:

- 1) One-off monetary reward,
- 2) Granting an honorary diploma, certificate of acknowledgement, medal,
- 3) Awarding with a souvenir,
- 4) Exemption from disciplinary penalty,
- 5) Provision of additional paid vacation.

Incentive is declared by the decree of the Rector and the given employee or student is made aware of it.

47. Taking into account long-term work and services contributed for science and education in YSU for the promotion of a YSU employee a mediation can be held to higher authorities for awarding with a medal, honorary diploma and granting honorary titles.

48. The procedure of granting the defined awards in YSU is defined by the corresponding regulation.

10. RESPONSIBILITY DEFINED IN THE CASES OF WORK AND STUDY DISCIPLINE VIOLATION

49. Violation of work discipline, i.e. non-performance or inadequate performance of work responsibilities envisaged by the RA legislation, YSU Charter and internal legal acts by an employee or through his/her guilt brings forward implementation of the disciplinary penalties defined by the legislation.

50. For violation of work discipline the YSU Rector implements the following disciplinary penalties:

- 1) reproof,
 - 2) strict reproof,
 - 3) termination of work contract on the bases of articles 113, 120, 121 and 122 of the labor law.
- Employee is made aware of the implemented disciplinary penalty.

51. Before the implementation of a disciplinary penalty a written explanation shall be required from employee. Absence of the explanation shall be confirmed by employee in accordance with the corresponding act on its non-submission.

52. Disciplinary penalty is implemented upon the distinction of violation within not later than one month aside from the time period of employee's disease, business trip or vacation. Disciplinary penalty cannot be implemented if 6 months have passed since the day of violation. If the violation is distinguished during audit, financial-economic activity, checking of sum or other values (asset certification), disciplinary penalty can be implemented if not more than 1 year has passed since the day of violation commitment.

53. For each work discipline violation only one disciplinary penalty can be imposed.

54. If after the day of being subjected to a disciplinary penalty within one year an employee has not been subjected to a new disciplinary penalty, it is considered as expired.

55. The learners who do not perform study plans and study process timetable, demonstrate unsatisfactory academic attainment, violate the requirements of the RA legislation, YSU Charter, YSU internal legal acts, YSU internal disciplinary rules can be subjected to disciplinary penalties to the extent of expulsion from YSU by the decree of yhr Rector or the person authorised by the Rector.

56. In case of a learner's violation of the responsibilities envisaged by the RA legislation, YSU Charter, internal disciplinary rules the following disciplinary penalties are applicable in relation to him/her:

- 1) reproof,
- 2) strict reproof,
- 3) expulsion from the university.

YSU learner is made aware of the implemented disciplinary penalty.

57. Before the implementation of disciplinary penalty a written explanation shall be required from the learner. Absence of written explanation shall be confirmed by the learner with a corresponding act on its non-submission.

58. Disciplinary penalty can implemented within not later than one month after the distinction of the violation and not later than within six months after its commitment aside from the time period of the learner's disease or being on vacation.

59. If after the day of being subjected to a disciplinary penalty within one academic year the learner has not been subjected to a new disciplinary penalty, it is considered as expired.

60. In case of being absent for more than 60 academic hours (in case of the learners in part-time education system – 25 academic hours) for not reasonable excuses a reproof is imposed on the given learner by the faculty dean.

61. In case of being absent for more than 90 academic hours (in case of the learners in part-time education system – 35 academic hours) for not reasonable excuses a reproval is imposed on the given learner by the Rector.

62. A learner can be expelled (dismissed) from YSU:

- 1) according to his/her application,
- 2) in case of transferring to another HEI,
- 3) in case of imprisonment by court order which entered into legal force of court,
- 4) in case of being absent for more than 120 academic hours (in case of the learners in part-time education system – 45 academic hours) for not reasonable excuse,
- 5) in case of failure to pay the tuition fee for the given academic year (semester) within the defined deadlines,
- 6) in case of gross violation of YSU internal disciplinary rules as well as being subjected to two and more disciplinary penalties within one academic year,
- 7) in case of distinction of plagiarism in the work during the pre-defence of graduation paper and master's degree thesis,
- 8) in other cases envisaged by the RA legislation, YSU Charter, internal disciplinary rules and internal legal acts.

It is not allowed to expell a learner in the course of disease, holidays, academic vacation or pregnancy and maternity leave.

63. A learner is expelled from YSU in case of violation of the code of academic honesty conduct, in particular, in cases of cheating (attempt of cheating), shorthand carried out with the application of technical means or any other methods during midterm and final exams or pass-fail exams. In the mentioned cases the lecturer conducting the exam terminates the exam of the given learner, removes him/her from the exam room and straight after the exam submits a report to the faculty dean on the implementation of disciplinary penalty in relation to the learner and for the purpose of his/her expulsion from the university by submitting mediation to the YSU Rector.

11. STUDY DISCIPLINE

64. An academic year consists of two semesters and commences and ends according to study plan.

65. The following main types of study classes are defined in YSU: lecture, practical, seminar or laboratory classes, consultation, educational and industrial work-placement.

66. Timetable of lessons is approved by the vice-rector on academic affairs and is made public at least 7 days prior to the commencement of the classes in accordance with the defined regulation.

67. The academic hour for all the types of auditorium classes is 40 minutes. The duration of the study lessons is confirmed with academic hours. As a rule, one class unites 2 academic hours. After the end of an academic hour a lesson break for 5-10 minutes is defined and a break between classes – 10-20 minutes.

68. In order not to disrupt the normal process of study classes after the commencement of the classes silence and discipline is assured in all the academic buildings and the ones adjacent to them. It is not allowed to interrupt or disturb classes, make noise in corridors during their conduction, enter or leave auditorium.

(The 68th point was modified by decision № 1/5 of the YSU Academic Council on 10.10.2018)

69. The commencement and end of study classes is approved by the head administrating the study process of the corresponding subdivision – within the time limits of 9.30 till 19.00.

70. During midterm and final exams or pass-fail exams upon entering the examination auditorium it is prohibited for a learner to carry network, telecommunication, internet communication or other technical means or appliances. In case of distinction of any appliances of the kind the examination of the given learner is terminated, he/she is removed from the examination auditorium and unsatisfactory grade is marked in the examination list.

12. REGULATION ON THE EXPLOITATION OF ACADEMIC BUILDINGS

71. Vice-rector for general affairs, commandants and the heads of the corresponding subdivisions are responsible for assurance of order and welfare (presence of furniture, learning appliances, assurance of normal temperature and lighting, etc.) in YSU buildings.

72. It is prohibited in YSU buildings and areas adjacent to them:

- 1) to smoke (except for the special areas provided for it),
- 2) to consume alcoholic drinks,
- 3) to gamble.

73. It is prohibited to use mobile phones or other means of modern network during a lesson in study auditoriums.

74. The entrance of workers, learners or other persons' vehicle into the YSU territory as well as transportation of furniture, taking it in and out are defined by special permit regime.

75. It is prohibited for YSU learners and employees to transport furniture in YSU territory without the permission of the administrative staff.

76. On non-working days and rest days as well as in emergency settings a special working regime can be defined in YSU.

77. The keys of YSU buildings as well as auditoriums, laboratories and cabinets shall be handed over to YSU security workers in accordance with the regulation and list approved by the YSU vice-rector for general affairs.