

Regulations for Osaka University Hospital Dormitory for Nurses

Note: The document below is an English translation of the University Work Regulations, originally composed in Japanese. The English version of the Work Regulations has been provided merely as a reference for international researchers and employees. Therefore, it should not be considered an official employment contract. Please note that any official employment contracts have been concluded solely on the basis of the Japanese version of the Work Regulations.

(Purpose)

Article 1: The purpose of these regulations shall be to ensure the smooth implementation of the work and business of the Osaka University Hospital (hereinafter referred to as "The Hospital") by defining and regulating basic issues pertaining to the management and maintenance of dormitory facilities (hereinafter referred to as "dormitories") rent to nurses, associate nurses, midwives or assistant nurses engaged in work at The Hospital (hereinafter referred to as "nurses"), thereby enabling efficiency in the performance of work by nurses.

(Management and Maintenance)

Article 1-2: Dormitories shall be managed and maintained by Director of the Osaka University Hospital (hereinafter referred to as "The Director of The Hospital").

(Dormitory Names, etc.)

Article 2: The name of dormitories is "Osaka University Hospital Dormitory for Nurses" and the names and numbers of buildings and addresses are as specified in the separate table. However, when such dormitories are not available due to any special causes, buildings designated by The Director of The Hospital may be deemed to be such dormitories.

(Eligibility for Residence)

Article 3: Employees satisfying any of the following conditions shall be eligible for residence in the dormitory.

- (1) Nurses (unmarried) engaged in work at The Hospital.
- (2) Other persons approved specifically by The Director of The Hospital.

(Selection of Tenants)

Article 4: Tenants of the dormitory (including parking spaces owned by The Hospital) shall be selected by the head of the Nursing Department of the Hospital acting on directives issued by The Director of The Hospital.

2. In cases where there are 2 applicants eligible for one dormitory accommodation, the dormitory in question shall be rent to the applicant deemed to be most in need of said accommodation based on consideration of the nature of the work and duties of the respective applicants.

(Rent, etc.)

Article 5: The rent of dormitories shall be separately stipulated.

2. In the case when the dormitory is newly rented or is vacated, the rent for the month of such new rental or vacancy shall be calculated on a prorated daily basis.
3. Each month, tenants shall pay to The Hospital the cost of occupancy of the dormitory for the current month no later than the end of the month.
4. The cost of utilities including water, electricity and gas shall be borne by the beneficiary of said utilities.

(Responsibilities Pertaining to Usage of Dormitories)

Article 6: Tenants shall comply with the instructions of the superintendent with respect to usage of the dormitory.

2. Tenants shall not sublease the dormitory in part or in whole third parties, make use of the dormitory for purposes other than residence, or reconstruct, remodel or otherwise effect alterations to the dormitory without approval therefor of The Director of The Hospital.
3. In cases where the tenant is responsible for damage or soiling of the dormitory, said tenant shall restore the dormitory to its original state or pay compensation for damages. The foregoing shall not, however, apply in cases where said damage, etc. is caused by fire not attributable to deliberate act or gross negligence.

4. In cases where the Hospital carries out an external and internal examination of dormitories deemed necessary for its maintenance, tenants shall not, without good reason, refuse to cooperate with such examinations.
5. Tenants shall adhere to the guidelines, etc., distributed by The Hospital.

(Expenses for Repairs)

Article 7: The hospital shall bear expenses for repairs in cases where the damage to the dormitory is attributable to a disaster, the passage of time or other causes for which tenants are not liable. However, the foregoing shall not apply in cases where such damage is deemed to be minor.

(Removal)

Article 8: In cases where any of the following items apply to the tenant, said tenant shall vacate the dormitory within 20 days calculated from the day when the corresponding item hereunder becomes applicable. In cases, however, of just reason, with the permission from The Director of The Hospital, said tenant may continue to use the dormitory for a period specified by The Hospital within 2 months calculated from the day on which the corresponding item becomes applicable.

- (1) When said tenant is no longer an Employee
 - (2) Upon the decease of said tenant
 - (3) In cases where said tenant becomes ineligible for residence in the dormitory due to a change in circumstances such as relocation or change of place of work, or where said tenant no longer requires tenancy in the dormitory.
 - (4) In cases where a tenant is asked to move out due to the existence of persons with prior claim on tenancy of the dormitory in question due to the requirements of the business operation of The Hospital.
 - (5) In cases where a tenant is asked to move out when The Hospital deems it necessary to abolish the dormitory in which said tenant is resident.
 - (6) In cases where a tenant is ordered to vacate the dormitory for failure to observe responsibilities pertaining to usage of said dormitory, or failure to follow instructions.
 - (7) In cases of the absence from the dormitory for a period of 1 month or more (except for cases where said period of the absence is approved by The Director of The Hospital).
2. When a tenant vacates the dormitory, the rooms of said tenant shall be inspected by the superintendent of the dormitory. Tenants instructed to implement repair or remedial work on said rooms after such inspections shall bear the costs of said work.
 3. In cases where the conduct of the tenant is deemed to be in violation of Article 6 and where said tenant fails to comply with requests to remedy said conduct so as not to interfere with the smooth management and administration of the dormitory within the period stipulated for said compliance, the tenant concerned shall vacate the dormitory immediately.
 4. In cases where a tenant in violation of the foregoing 3 items regulations fails to move out of the dormitory, said tenant shall be subject to payment of compensation for damages calculated from the day following the due date for removal according to these regulations to the actual date of removal. In such cases, damages shall be 3 times the dormitory rent.
 5. Tenants failing to vacate the dormitory before the due date defined in Items 1 or 3 shall be liable to payment of compensation for damages in accordance with Item 4.

(Request and Approval of Tenancy)

Article 9: Nurses wishing to rent a dormitory shall submit The Director of The Hospital a letter requesting permission for tenancy. Upon receipt of said letter, The Director shall, where approval of said request is deemed appropriate, send nurses in question notification of permission for tenancy.

(Timing of Occupancy)

Article 10: Nurses in receipt of approval for tenancy shall occupy the dormitory within 10 days of the date for occupancy stipulated in the letter of approval. However, where extenuating circumstances exist, the date of occupancy may be extended subject to the approval of The Director.

2. The Director of The Hospital shall be entitled to withdraw permission for tenancy in cases where the nurses with permission for tenancy fails to occupy the dormitory by the deadline stipulated in the foregoing item.

(Approval for Roommates)

Article 11: Tenants of the dormitory shall not be permitted to share accommodation with roommates.

2. Persons other than tenants of the dormitory shall not be allowed access to the dormitory and shall not be allowed to spend the night in the dormitory. However, the foregoing shall not apply in cases deemed necessary by The Director of The Hospital.

(Approval for Remodeling, etc.)

Article 12: In cases where a tenant wishes to remodel the dormitory or make other alterations at his/her own expense, prior permission for said remodeling or alterations must be obtained from The Director of The Hospital.

2. Upon receipt of requests in accordance with the foregoing item, The Director may grant permission where it is deemed that procedures concerned shall not interfere with the maintenance and management of the dormitory and on condition that, at the time the tenant vacates the dormitory, the tenant shall return the dormitory to its original state, donate the results of remodeling or alterations to The University, or relinquish the right to lay claims against The University in respect of said modeling or alterations.

(Measures against Violations by Tenants in Respect of Responsibilities)

Article 13: In cases where it is determined that failure by the tenant to fulfill the responsibilities defined in the provisions of Article 6 may interfere with the maintenance and management of the dormitory, The Director of The Hospital shall promptly issue a request to said tenant to fulfill said responsibilities, said request to include statement of the deadline for said fulfillment.

(Selection of Superintendents)

Article 14: The Director of The Hospital may nominate tenants as superintendents the duties of whom shall comprise the maintenance and management of dormitories.

(Records pertaining to the Current State of Dormitories)

Article 15: The Hospital shall keep records clearly detailing the current status of dormitories.

2. Said records shall include the jobs, ages and rents of tenants.

3. Said records shall include a layout of the dormitory building and a ground plan of the whole or part of the buildings.

(Dormitory Affairs)

Article 16: Administrative affairs pertaining to dormitory shall be handled by the Administrative Division of The Hospital.

(Other rules)

Article 17: Issues not addressed within these regulations shall be separately determined by The Director of The Hospital.

Supplementary Provision

These regulations shall be implemented from 1th April 2004.

Supplementary Provision

The foregoing amendments shall be implemented from 1st April 2007.

Supplementary Provision

1. The foregoing amendments shall be implemented from 1st March 2010.

2. Notwithstanding the provisions of the amended Article 5, the former provision prior to the amendment shall apply to the cost of occupancy for a tenant to whom the dormitory is rent on the day preceding the date of implementation of the amendment. However, this exception shall not apply to a person who has applied to The Hospital that he/she will pay to The Hospital the cost of occupancy in accordance with the provision of the amended Article 5.

Appendix

Name	No. of Building	Address
Mihogaoka dormitory	No. 1 - 4	4-1 Mihogaoka, Ibaraki City
Minami Kasugaoka dormitory I		5-1-39 Minami-Kasugaoka, Ibaraki City
Minami Kasugaoka dormitory II		6-7-29 Minami-Kasugaoka, Ibaraki City
Imamiya dormitory		4-4-19 Imamiya, Minoh City
Minami Shimizu dormitory		5-14 Minami Shimizu-cho, Ibaraki City