NATIONAL INSTITUTE OF IMMUNOLOGY STAFF WELFARE FUND

Website Link: https://nii.res.in/

1. Title Commencement and Application : This Scheme shall be called "The NII Staff Welfare Fund"

It shall come into force w.e.f. <u>1.4.2008</u>. The welfare scheme shall apply to the regular employees of NII.

2. Aim and Objective: The aim and objective of this scheme is to grant financial relief to the Institute's employee or their families in case of injury to or death of the employee while on official duty.

3. Definition:

- a) "Employee" means persons borne on regular strength of NII.
- b) "Accident" means a mishap while on duty or during journey to and from the place of work or any activity connected with official work.
- c) "Injury" means injury from violence or accident resulting in death or disability as mentioned in Schedule I or any other medical disability as certified by the appropriate Medical Authority.
- d) "Date of Injury" means in the case of accident or violence the actual date on which the injury is sustained or such date not being later than the date of the report of the appropriate Medical Authority.
- e) **Violence**" means the act of a person (s) by which injury to or death of Institute employee is caused-:
 - i. By assaulting or resisting the employees in the discharge of his duties or in order to deter or prevent him from performing his duties; or
 - ii. Because of anything done or attempted to be done by the Institute employees or by any other public servant in lawful discharge of his duty as such; or
 - iii. Because of official position of the Institute employee.

- f) "Competent Authority" means Director NII or any other officer authorized by him in this behalf.
- g) "Appropriate Medical Authority" means an authority within the meaning of Medical Attendance Rules.
- 4. Entitlement: When an Institute employee dies due to injury caused by accident or violence, the spouse/ children/ parents etc. shall be entitled to relief in accordance with Para 7. In the event of the employee sustaining injury he shall be entitled to Relief mentioned in Para 9. The relief payable under this Scheme shall be over and above any other benefit admissible to the employee under the rules.

5. Condition for payment of Relief:-

- (a) No Relief under this scheme shall be paid except with the sanction of the competent authority.
- (b) No claim for relief shall be entertained unless:-
 - Intimation of accident has been given in the manner provided in the Scheme; and
 - ii. The claim is submitted in the prescribed form within three months from the date of injury or death.

In exceptional cases, Director may at his discretion entertain claim for Relief under this Scheme, if he is satisfied that there are sufficient reasons for the failure to intimate or submit the claim in time.

- **Determination of Disability:** The percentage of disability due to injury shall be as specified in Schedule I, failing that, as certified by the appropriate Medical Authority.
- 7. <u>To whom payable</u>: Every employee shall make a nomination in the Form given in Annexure 'B' within a period of one month of the scheme coming into force. In the event of death of an Institute employee, the amount of relief shall be paid as per the nomination given by him. He shall have the right to change the

nomination at any time during his service. If no nomination has been given, the amount of relief shall be paid to the following in order of preferences:-

A. If the official has a family:

- (i) wife or wives including judicially separated wife or wives, in the case of a male employee;
- (ii) husband including judicially separated husband, in the case of a female employee;
- (iii) sons including stepsons and adopted sons;
- (iv) unmarried daughters including stepdaughters and adopted daughters.

B. If the official has no family:

- (i) widowed daughter including stepdaughters and adopted daughters;
- (ii) father including adoptive father;
- (iii) mother including adoptive mother;
- (iv) brother below the age of eighteen years including stepbrothers;
- (v) unmarried sisters and widowed sisters including stepsisters;
- (vi) married daughters; and
- (vii) children of a pre-deceased son.
- 8. Procedures for Claim:- In the event of death of or injury to an employee claim for Relief under the Scheme shall be submitted in the prescribed from to the Director NII, duly supported by the following documents:-
 - (a) In the case of injury due to accident or violence resulting in loss of limb(s)/ eye(s) etc.
 - i. A complete statement of the circumstances in which the injury was caused together with statements of eye witnesses, if any;
 - ii. Police Report;
 - iii. Hospital certificate duly signed by the appropriate Medical Authority/Board.

- (b) In the case of death due to accident or Violence,
 - Death Certificate from the appropriate local authority registering deaths/births;
 - ii. Postmortem Certificate/ Police Report/ Panchanama, (Postmortem report may not be insisted upon if satisfactory documentary evidence for the cause of death due to accident or violence is available).

9. **Quantum of Compensation**:

a) In case of Death or Rs. 2.50 lakhs
Total Permanent disability

b) In case of partial In Proportion to disability permanent disablement specified in **Schedule –I**.

Provided that if the disablement results in death of the employee the amount of relief paid for such, disablement shall be adjusted against the amount payable in the event of death.

In case of death or injury necessitating hospitalization for a minimum period of 10 days interim payment of Rs.15,000/- shall be made to the nominee of the employee, which will be adjusted against the final payment.

In case of death of an employee at a station, away from the Hqrs., expenditure for onward and return journey by air and at place not connected by air, by rail/road the actual expenditure will be reimbursed in respect of Maximum of two close relatives of the employee, subject to production of Bill/Receipts etc. In addition, reimbursement of expenditure towards boarding and lodging for a maximum of two close relatives will be admissible at the outside station upto maximum of 3 days. In case the body of the deceased employee is to be brought for cremation /burial at the Hqrs., reimbursement of expenditure towards embalming and other incidental expenditure will also be admissible. In case the accident occurs at a place away from the Hqrs. requiring hospitalization at that

station and the gravity of the injury so warrants, expenditure on visit of maximum of two close relatives of the injured employee by rail limited to the entitled class of travel of the injured employee and for boarding and lodging upto 3 days will be reimbursed to the employee. The claim will have to be supported by bills/receipts; etc.

Director, NII may also sanction a sum of Rs. 25,000/- to an employee in the case of 100% permanent disablement for provision of purchase of prosthesis, conveyance for handicapped and /or other equipment, if necessary and not reimbursable under CS (Medical Attendance) Rules, This will be a one time grant and will be an addition to the relief sanctioned under the scheme.

10. Establishment of Fund

The NII Staff Welfare Fund shall be constituted by:

- a) Transfer of 'Staff Welfare Fund' component received against share/ Royalty received by the Institute out of the fund generated under this.
- b) Each member shall contribute to this Welfare Fund @ Rs.50/- per month which shall be deducted from his monthly salary and remitted to NII Staff Welfare Fund.
- 11. <u>Interpretation and Power of Relaxation</u> where any doubt arises as to interpretation of any provisions of this scheme; the matter shall be referred to the Director NII, whose decision shall be final and binding.

Director NII may at his discretion relax any of the provisions of this scheme except the provision for quantum of compensation as prescribed at 9(a) and 9(b).

NOMINATION FOR BEBEFITS UNDER NII RELIEF SCHEME

I
is/are member(s) of my family, and confer on him/ them the right to receive to the extent
specified below any amount that may be sanctioned under the NII Staff Welfare Fund in
the event of my death while in service:

Name and address of nominee/ nominees	Relationship with NII employee	Age	Share to be paid in each (100% in case of spouse)	Contingencies on the happening of which the nomination shall be come invalid	Name, addressed relationship person if an the right of nominee shape the event of predeceasing employee	o of the ny, to whom the all pass in
1	2	3	4	5	6	7

N.B. – The employee should draw the line across the blank space below his last entry to prevent insertion of any names after he has signed.

Date: _____ day of _____ 20__ at ____ .

Signature of two witnesses:	
	Signature of the employee Designation:

PART I

List of injuries deemed to result in Permanent Total Disablement

S.L NO.	Description of Injury Earning capacity	Percentage of loss of
1.	Loss of both hands or amputation at higher sites	100
2.	Loss of hand and foot	100
3.	Double amputation through leg to thigh, or amputation through leg side and loss of other foot	or thigh on one 100
4.	Loss of sight to such an extent as to render to claimant unable to p work for which eye sight is essential	perform any 100
5. 6.	Very severe facial disfigurement Absolute deafness	100 100
	PART II List of injuries deemed to result in Permanent Partial Disablement	
	AMPUTATION CASES-UPPER LIMBS (either arm)	
1.	Amputation through shoulder joint	90
2.	Amputation below shoulder with stump less than 8" from tip to acro	omion 80
3.	Amputation from 8" from tip of acromion to less than 4-1/2" below to	
4.	Loss offhand or of the thumb and four fingers of one hand or	60
_	amputation from 4-1/2" below tip of olecranon	00
5.	Loss of thumb	30
6. 7.	Loss of thumb and its metacarpal bone Loss of four fingers of one hand	40 50
7. 8.	Loss of three fingers of one hand	30
9.	Loss of two fingers of one hand	20
10.	Loss of terminal phalanx of thumb	20
	AMPUTATION CASES-LOWER LIMBS	
11.	Amputation of both feet resulting in end-bearing stumps	90
12.	Amputation through both feet proximal to the metatarse phalangeal joint	80
13.	Loss of all toes of both feet through the metatarso plalangeal joint	40
14.	Loss of all toes of both feet proximal to the proximal interphalang	
15. 16.	Loss of all toes of both feed distal to the proximal interphalangeal j	oint 20 90
16. 17.	Amputation of hip Amputation below hip with stump not exceeding 5" in length measurements.	
17.	tip of great renchanter	uieu iioiii 90
18.	Amputation below hip with stump exceeding 5" in length measured great tarenchanter but not beyond middle thigh	I from tip of 80
19.	Amputation below middle thigh to 3-1/2 " below knee	60
20.	Amputation below knee with stump exceeding 3-1/2" but not exceeding 3-1	
21.	Amputation below knee with stump exceeding 5"	40
22.	Amputation of one foot resulting in end – bearing	30
23.	Amputation through one foot proximal join	30
24.	Loss of all toes of one foot through the meatatarse phalangeal join	t 20
	OTHER INJURIES	
25.	Loss of one eye, without complications, the other being normal	40
26.	Loss of vision of one, without complications or disfigurement eye	30

FINGERS OF RIGHT OR LEFT HAND Index Finger

27. 28. 29. 30.	Whole Two Phalanges One phalanges Guillotine amputation of tip without loss of bone	14 11 9 5
	Middle Finger	
31. 32. 33. 34.	Whole Two Phalanges One phalanges Guillotine amputation of tip without loss of bone	12 9 7 4
	Right or Little Finger	
35. 36. 37. 38.	Whole Two Phalanges One phalanges Guillotine amputation of tip without loss of bone	7 6 5 2
	TOES OF RIGHT OR LEFT FOOT Grate/ Toe	
39. 40.	Through metatarso – phalangeal joint Part, with some loss of bone	14 3
	Any other Toe	
41. 42.	Through metatarso – phalangeal joint Part, with some loss of bone	3 1
	TWO TOES OF ONE FOOT EXCLUDING GREAT TOE	
43. 44.	Through metatarso – phalangeal joint Part, with some loss of bone	5 2
	THREE TOES OF ONE FOOT EXCLUDING GREAT TOE	
45. 46.	Through metatarso – phalangeal joint Part, with some loss of bone	6 3
	FOUR TOES OF ONE FOOT EXCLUDING GREAT TOE	
47. 48.	Through metatarso – phalangeal joint Part, with some loss of bone	9

Note: Complete and permanent loss of any limb of member referred to in this schedule shall be deemed to be the equivalent of the loss of that limb or member.