



# **Regulations for the Association of ABB Childcare Centers**

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## Contents

Regulations for the Association of ABB Childcare Centers.....	3
1. Operation.....	3
2. Registration .....	3
3. Reservation fee .....	3
4. Admission.....	3
4.1 Admission of siblings.....	3
4.2 Admission of external children.....	4
4.3 Children with special needs.....	4
4.4 Change of Childcare Center .....	4
5. Acclimatization period.....	4
6. Opening hours .....	4
7. Bringing, collecting children.....	4
8. Vacations and Holidays .....	5
9. Care Volume.....	5
10. Illness, accident.....	5
11. Nutrition .....	5
12. Clothing, personal items .....	6
13. Insurance.....	6
13.1 Force major.....	6
14. Fees .....	6
14.1 Parents' costs .....	6
14.2 Billing to parents .....	6
14.3 Delay.....	6
14.4 Credit report.....	6
14.5 Parents' bills .....	7
14.5 Company contribution.....	7
15. Leaving, giving notice change of contract.....	8
16. Cooperation with parents/legal guardian .....	8
17. Suggestions and complaints.....	8
18. Governing bodies of the Association of ABB Childcare Centers.....	9
19. Statutes of the Association of ABB Childcare Centers .....	9
20. Document Management .....	10

# Regulations for the Association of ABB Childcare Centers

## 1. Operation

The Association of ABB Childcare Centers runs childcare centers and day care centers at various locations. These are accessible to all interested parents. Details are provided in the Association Statutes.

Childcare Center Managers and Pedagogical Managers report directly to the Business Manager who has ultimate responsibility.

## 2. Registration

Information regarding the registration procedure can be found on the homepage of the ABB Childcare Centers association [www.abbkinderkrippen.ch](http://www.abbkinderkrippen.ch).

The online registration is non-binding and free of charge.

<https://www.abbkinderkrippen.ch/anmeldung/>

All registrations are recorded and processed in the central registration list.

Inclusion in the central registration list is confirmed by e-mail. From this moment on, interest must be confirmed every two months by e-mail or telephone in order to keep the registration active.

## 3. Reservation fee

A reservation fee of CHF 300.00 will be charged for definite offer for a childcare center place. If a childcare agreement is signed within the set period, the reservation fee will be refunded totally with the first invoice from the childcare center for the first full month. If the available slot/placement will not be accepted, the registration fee will not be charged.

Further details on the reservation fee can be found in the separate "information sheet for registration", which will be sent out with the confirmation of registration.

## 4. Admission

ABB Childcare Centers look after children aged between eight weeks and Kindergarten admission. The children are cared for in different group structures.

The availability of a childcare place depends on various factors, such as the age of the child, availability for the days of care and the location of the childcare center. The available childcare places are allocated in order of the date of receipt of the application, whereby our association members have first priority in the allocation of places.

### 4.1 Admission of siblings

Siblings have a priority claim on a childcare center place. The priority claim for a sibling will only be accepted during the same time period that their brother or sister also attends that childcare center.

## **4.2 Admission of external children**

If surplus spaces cannot be filled by children of parents working for association member companies, it is possible for children of employees of non-member companies to be admitted.

## **4.3 Children with special needs**

Children with special needs are welcome in the ABB Childcare Centers. A concept for education and care, an information sheet for parents/guardians and a procedure for crèche managers have been developed. Prerequisite for the admission of KmbB: willingness to cooperate with all stakeholders to ensure a successful and inclusive service.

## **4.4 Change of Childcare Center**

The additional regulation – „Change of Childcare Center“ as well as the sign-up sheet is available through the head of the Childcare Center.

## **5. Acclimatization period**

The acclimatization period takes up to four weeks. Further information about acclimatization is described on a supplemental information sheet, which is obtainable from the center. The acclimatization period will be planned by the head of the Childcare Center together with the parents and begins with the contract start. The head of the Childcare Center decides when the acclimatization period will end. The booked days (see Childcare Contract) will be invoiced regardless of the time and effort.

## **6. Opening hours**

The opening hours of the ABB Childcare Centers are Monday through Friday from 7:00 am to 6:30 pm.

These opening hours apply to all centers of the association of ABB Childcare Centers. In an emergency, a fee-based service until 7:30 pm can be arranged. The conditions for this are described in a separate regulation, which can be obtained from the respective Childcare Center Manager.

The opening hours are examined at regular intervals and require the approval of the executive board of the association of ABB Childcare Centers.

## **7. Bringing, collecting children**

Children must arrive at the Childcare Center no later than 9 a.m. so that the group leader can begin the scheduled daily activities.

Children who only spend the morning in the Childcare Center are collected between 1.15 p.m. and 2 p.m. Children picked up later will be charged the afternoon rate in addition to the morning rate.

If the child cannot be collected by a parent, the group or Childcare Center management must be informed of the person picking up the child, otherwise the child will not be released. If the child is absent, the Childcare Center must be informed by 9 a.m. at the latest.

After the handover at “drop-off”, the responsibility lies with the group leader/childcare worker of the Childcare Center.

After the handover at “pick-up”, the responsibility lies with the parents, even if they and the child are still in the Childcare Center.

## **8. Vacations and Holidays**

The childcare centers remain closed between Christmas and New Year as well as on public holidays (these may vary from canton to canton).

In addition, all our Childcare Centers are also closed during weeks 30 and 31.

At the beginning of the year, parents will be informed by the Childcare Center Manager of the dates of public holidays and any company holidays.

## **9. Care Volume**

The minimum care volume is 30%. This corresponds to either two full days or one full day and one morning or three mornings.

## **10. Illness, accident**

Please refer to the separate Illness Regulation.

Parents will be informed immediately if the child falls ill or has an accident at the childcare center.

## **11. Nutrition**

At the Childcare Centers, children receive age-appropriate, healthy nutrition.

All baby formula and any special foods must be provided by the parents. (No reduction in the daily charge). Parents are requested to not to let the children bring along anything to eat, particularly sweets.

In the case of gluten or lactose intolerance or food allergies, individual lunch portions may be ordered with proof of a medical certificate.

Parents are responsible for bringing the morning and afternoon snacks themselves, as always.

There is no guarantee of lactose- and gluten-free food on additional days.

According to the recommendation of the BLV (Federal Food Safety & Veterinary Authority) we distance ourselves from vegan nutrition by children.

## 12. Clothing, personal items

Each child must bring slippers and a seasonally appropriate change of clothes to be left at the Childcare Center. Parents are requested to dress their children in comfortable clothing that can also get dirty. Special skincare products must be provided by the parents. Parents are requested in the summer months to apply sunscreen before bringing the child to the childcare center.

The responsibility for personal belongings brought along is entirely with the parents. Neither other children/parents nor the childcare center can be held liable for personal items that are damaged or lost

## 13. Insurance

Health and accident insurance is the responsibility of parents.

### 13.1 Force major

Force major is defined as unavoidable events which cannot be averted or rendered harmless despite extreme care. Force majeure includes, for example, earthquakes, floods, unrest, war, pandemics or nuclear and reactor accidents. Force majeure does not release parents from the obligation to pay contributions.

## 14. Fees

### 14.1 Parents' costs

The basic charges for parents whose employer is not a member of the association of ABB Childcare Centers can be found on the association homepage [www.abbkinderkrippen.ch](http://www.abbkinderkrippen.ch). The internal fee bases are available on request. The basic charges are determined by the board of the association of ABB Childcare Centers.

Parents sign the definitive registration form and the fees. Parents will be informed in writing three months in advance of any changes to the fees.

### 14.2 Billing to parents

Parents' invoices are to be paid within 10 days, preferably by LSV, otherwise by bank or postal transfer.

### 14.3 Delay

If the parents do not meet their payment obligation within the payment deadline, or if they do not submit a written and justified objection, they will be in default. Parents will be charged a reminder fee of CHF 20 from the 2nd reminder.

If an invoice has not been paid 90 days after the due date despite a reminder, the Childcare contract can be terminated immediately and the childcare place allocated elsewhere.

### 14.4 Credit report

The ABB Childcare Center Association reserves the right to carry out a credit check/report before concluding a contract or during the term of a contract. If the credit check is negative, the legal guardians undertake to transfer the entire monthly childcare costs in advance to

the account specified by the childcare center by the first calendar day of the month at the latest.

If the payment due is not received in full in the account on the 1st of the month, the Childcare Center is entitled to suspend childcare from the following day until proof of full payment has been provided. There is no claim to childcare during the period of late payment. The suspension of childcare is not considered a termination, but rather a contractually agreed consequence of non-compliance with the advance payment obligation. Childcare will resume immediately after receipt of the full payment. There is no entitlement to make up for missed childcare hours.

#### **14.5 Parents' bills**

From 01.01.2022, the daycare stay will be charged as a monthly flat rate in advance. The monthly flat rate is calculated using a factor of 4,2. The fixed days specified in the childcare contract (together with the tariff sheet) are invoiced.

If admission takes place within the month, the effective costs will be charged with the first invoice. Additional days/half-days booked will be invoiced separately in the following month.

If the child is absent due to vacation or illness, the fixed days agreed in the childcare contract (and fee sheet) will also be charged.

Company vacations in the summer are included in the monthly flat rate.

#### **14.5 Company contribution**

Member companies are divided into Member A and Member B.

##### **Member A**

The company contribution of association members A will be invoiced directly to the employer on a quarterly basis.

This company contribution refers only to Childcare Centers from the Association of ABB Childcare Centers.

If admission to the Childcare Center takes place within the first 20 days of a quarter the company will be charged for the entire quarter. If admission to the Childcare Center takes place within the last 20 days of a quarter the company will not be charged for that quarter.

If a child leaves the Childcare Center within the first 20 days of a quarter the company will not be charged for the quarter. However, if the child leaves the Childcare Center in the last 20 days of a quarter, the company will be billed for the entire quarter.

The employer of the father/ mother or legal guardian makes a company contribution of CHF 7,500.00 per child and year. Invoices are issued each quarter; they must be paid by the end of the 2<sup>nd</sup> month of the quarter.

##### **Member B**

Association members B support their employees individually in accordance with their own internal regulations.

## **15. Leaving, giving notice change of contract**

The childcare contract can be terminated in written form with three months' notice to the end of any month from the date of entry. Only current childcare contracts can be terminated or reduced.

For children who start kindergarten after leaving, the childcare contract can be terminated on any day in August instead of July 31, subject to the 3-month notice period. This makes it possible to bridge the period in August until the child starts kindergarten.

Please note that existing whole-day care offers can only be terminated / re-duced as a whole-day. It is not possible to reduce a whole-day of care to a half-day. (Please also read item 9 "Care Volume").

If you are interested in a half-day, the existing whole-day must be terminated in compliance with the 3-month notice period and a half-day requested to the responsible Childcare Center Manager. This half-day is only bookable if it is available in the desired Childcare Center. There is no guaranteed claim to it.

The ABB Association of Childcare Centers reserves the right at any time to terminate the contract, provided an objective reason, which makes the continuation of the contract and the fulfillment of the obligations resulting therefrom unreasonable. If the contract is terminated by the Day Care Centre, an attempt will be made to find an individual transitional arrangement.

## **16. Cooperation with parents/legal guardian**

Parents' inclusion and participation in Childcare Center events/activities is encouraged. A minimum of one parents' evening is held each year (without children).

Parents are requested to inform childcare center management immediately of any change in workplace, home address (telephone number, employer, etc.) and/or salary adjustment.

One parent or guardian must be available by telephone at all times.

Each childcare center elects a parents' representative. The parents' representatives are responsible for their own organization and delegate one representative to the Executive Board of the Association of ABB Childcare Centers. The period of office is three years. Successors complete their predecessors' period of office. Re-election is possible.

## **17. Suggestions and complaints**

Parents are requested to contact Childcare Center management directly with any suggestions or complaints.

## **18. Governing bodies of the Association of ABB Childcare Centers**

The governing bodies of the Association are:

- Members' Meeting
- Executive Board
- Committee of Parents Representatives
- Business Manager
- Supervisory Department

The Executive Board is composed of the following:

- Chairperson
- Deputy Chairperson
- At least five further members from:
  - The Business Manager to whom the Childcare Center Manager and Pedagogical Manager report
  - The Employee Council
  - The Committee of Parents' Representatives
  - Company representatives

## **19. Statutes of the Association of ABB Childcare Centers**

The statutes of the Association of ABB Childcare Centers from 31.03.2025 will apply.

## 20. Document Management

Version	Date	Revisions
1.0	13.11.2013	Revised version
1.1	28.03.2014	Corrigendum: wording chapter 3.3 und 4.; adoption of the EB decision chapter 8
1.2	09.05.2014	Wording chapter 3.3 and 14
1.3	27.06.2014	Addendum chapter 11 "tick spray"
1.4	14.11.2014	Addendum chapter 4: acclimatization period will newly be charged
1.5	23.12.2014	Addendum chapter 3.1 Admission of siblings
1.6	23.01.2015	Wording Waiting List
1.7	23.03.2015	Changing chapter 3.1 Admission of siblings
1.8	15.04.2015	Corrigendum: wording chapter 4.
1.9	06.11.2015	Prioritization Admission chapter 3 / Addendum chapter 3.4 Change of childcare center / Corrigendum chapter 8 Care time quota
2.0	28.06.2016	Addendum care time quota chapter 8 / Addendum chapter 14 giving notice half days / Addendum chapter 10 Nutrition
2.1	04.2017	Addendum 13.2 Billing to parents
2.2	06.2018	Addendum 10 vegan nutrition
2.3	11.2018	Addendum 3 Reservation fee / Changing chapter 15 Leaving, giving notice change of contract
2.4	09.2019	Addendum 14.2/ the regulations of the subsidy provider apply
2.5	09.2019	Addendum 4.1.1 Sibling discount
2.6	12.2019	Addendum 7 if children will be picked up too late, we will charge the afternoon rate in addition to the morning rate
2.7	02.2020	Addendum 7; Afternoon care begins at 1:00 pm
2.8	19.03.2020	Extensive revision of the entire regulations incl. Supplement 13.1 Force majeure
2.9	30.09.2020	Addendum 9; rewording
3.0	04.03.2021	Addendum 9; new childcare center duplex
3.1	24.03.2021	Addendum 11; food allergies
3.2	19.10.2021	Addendum 14.2; billing to parents
3.3	07.02.2023	Pkt. 7 adjustment of times, new formulation
3.4	03.11.2023	Chapter 14.3 adjustment of company contribution Chapter 4.1.1 removed, no discount for siblings of association members Chapter 4.3 new formulation KmbB
3.5	19.03.2024	Chapter 14.1,2,3,4,5 new structure, reminder fees
3.6	17.10.2024	Chapter 2. Online Registration
3.7	03.02.2025	Chapter 7. Arrive- and pick-up time
3.8	12.03.2026	Chapter 7 Morning until 2 p.m./Afternoon only with morning Chapter 9 Minimum care volume 30% Chapter 12 No diapers, sunscreen or insect repellent to be brought along Chapter 14.4 Monthly flat rate factor 4.2 (new Chapter 14.5) Chapter 14.4 New_Credit report Chapter 19 Statutes_NEW_31 March 2025

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