

# CAUT Bargaining Advisory

## Child Care

Balancing work and family responsibilities is a concern for many members of the academic community. All parents should be provided with affordable and high-quality infant and child care support and services to enable them to take advantage of post-secondary educational opportunities and to participate in the workforce. The absence of a national child care system forces academic staff associations and administrations across Canada to find alternative solutions, including the negotiation of collective bargaining clauses providing support for and access to child care.

Academic staff associations have made significant progress in negotiating support for parents with young children. Many academic staff associations have been able to negotiate strong maternity, parental and adoption leave provisions and salary top-ups covering the first year of childhood. On top of that, provisions providing parental leave without pay for more than one year, covering all pre-school years, can be found in some collective agreements outside academia, like those found in federal public administrations.

However, what happens when parents want to or have to go back to work after the first year? What kind of support can parents get to help them cope with the pressures of both work and family? What clauses can academic staff associations negotiate to assist parents with children? The purpose of this bargaining advisory is to provide examples of collective agreement language that helps parents working in colleges and universities address the challenges of child care.

### CAUT Policy on Dependent Care

CAUT's Policy Statement on Dependent Care stipulates that universities and colleges should provide, either directly or by contract, child and infant care on or near campus for members of the academic community. Child and infant care should be affordable, high quality and accessible. Accessibility includes a sufficient number of spaces available for the children of academic staff. The care services should reflect the demands of academic work by being available during the hours when academic and general staff are expected to work, as well as by including casual or occasional care, and emergency care to accommodate the sudden illness of a child or infant. To do so, academic staff associations are encouraged to negotiate contract language that ensures that members are supported in meeting their family obligations.

### Child Care in Post-Secondary Institutions

Friendly and Macdonald found that universities do better than other institutions and employers in providing child care. They found that "(g)enerally, university support (financial and in-kind) for regulated on-campus child care centres" is fairly high.<sup>1</sup> Most centres found in the universities in their study were in on-campus buildings. Most of these child care centres

1. "Research Component of University of Manitoba Child Care Feasibility Study." *Canadian Universities: Background Research and Analysis for a Child Care Feasibility Study for the University of Manitoba*. Toronto: Childcare Resource and Research Unit, 2014.

benefit from reduced or no rent, and many are in purpose-built or extensively renovated facilities. Most of the centres analyzed by Friendly and Macdonald (2014) reported that more than 10 percent of their budgets came from university-related funds. Most universities and colleges reserve spaces for children of academic staff and regulate fees.<sup>2</sup> However, most of these child care programs are not referenced in collective agreements.

### Child Care in Academic Staff Collective Agreements

Only about a quarter of CAUT member agreements<sup>3</sup> have contract language regarding child care. Collective agreement language can help protect existing child care arrangements that otherwise are dependent on a favourable policy set by the employer. A good example is found in the Dalhousie Faculty Association Collective Agreement, which provides that:

*Daycare facilities for Members' children shall continue to be available during the term of this Agreement and the daycare centre will operate on a non-profit basis levying fees sufficient to meet its operating costs and liabilities.*<sup>4</sup>

This language commits the employer to uphold the status quo in terms of provision of facilities, governance and the existing mix of spaces. In the case of Dalhousie University, the University Children's Centre (an independent non-profit centre) operates two locations in Halifax, one for children aged four months through to five years (about 60 spots) and one for children aged 3 to 6 (about 40 spots). In-kind use of facilities as well as direct financial support is provided by the university. Dalhousie University also provides a child care centre in Truro (Faculty of Agriculture), with about 30 spaces for children aged 18 months through to five years. There is still, however, a shortage of child care spaces, as has been noted by Dalhousie University's Committee for the Strategic Initiative on Diversity and Inclusiveness.<sup>5</sup>

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2. In some cases, there have been increases in the allocations of child care referenced in collective agreements in more recent bargaining rounds. In the recent (2013-2017) MUNFA Collective Agreement, changes to Article 26.30 increased the number of day care spaces for children aged two (2) to five (5) years to "at least thirty (30)" from "at least twenty (20)" children in the prior (2010-2013) collective agreement (The applicable age cohort was also changed to two (2) to five (5) years in the case of day care, and from five (5) to twelve (12) (from two (2) to eight (8) years for both previously) in the case of after-school care). The latest agreement also includes a commitment for child care facilities at Grenfell Campus no later than December 31, 2015. Memorial has announced plans for a \$1.2-million child care centre at Grenfell and as of the time of this report is awaiting provincial approval for the new facility (making it very unlikely that the collective agreement deadline of December 31, 2015 will be met).
  3. This includes collective agreements, handbooks, special plans, MOAs, etc. This research does not include any institutions with HR policies that outline a child care benefit not referenced in any of these agreements, where such exist. Note as well that of the 30 agreements containing any child care language whatsoever, four (4) of these agreements are for member groups of the Association of Academic Staff of the University of Alberta (AASUA) and two (2) are for Algoma University Faculty Association (AUFA).

The collective agreement may also commit the employer to an ongoing needs assessment, including reporting on the number of academic staff members on waiting lists for child care spaces. Some contract language requires the administration to look at options to expand the supply of on-site child care where there is an unmet need. Contract language may also reserve space on an advisory committee or board for representatives of the academic staff. Finally, contract language may specify that hours of operation consider the non-standard work schedules of many academic staff. These are good points to include in a bargaining position, and all of this is included in the language for UWOFA and UWOFA-LA:

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4. 2014-2017 DFA Collective Agreement, Article 32.16: Benefits.
  5. *Belong: Supporting an Inclusive and Diverse University. Report and Recommendations of the Committee for Dalhousie's Strategic Initiative on Diversity and Inclusiveness (Charter 5.2)*. Dalhousie University, 2015. Web.

### Child Care

1. The Employer shall provide on-Campus day care facilities in which at least fifty spaces are assigned on a priority basis to the children of Members. Hereafter these spaces are referred to as Faculty Priority (FP) spaces.

1.1 Both Parties acknowledge that FP spaces cannot be held vacant and may be filled by a non-Member's child if no Member accepts the offer of a space for the date it becomes available.

1.2 The priority for non-FP spaces will be as follows: first priority to full-time members of the University community (faculty, staff and students), second priority to part-time members of the University community, and last priority to members of the outside community.

1.3 The Employer shall provide a report to the Association by December 31 and June 30 of each year, indicating how many children of Members are on the waiting list for each kind of space (infant, toddler, preschool), how long each child has been on the waiting list and how many children of Members were unable to obtain a child care space for the date for which they indicated a need.

1.4 Based on the reports referenced in Clause 1.3, a review shall be conducted jointly by the Employer and the Association at the end of each year of this Collective Agreement to determine the extent of any unsatisfied demand for child care spaces for the children of Members and recommend options for improvement.

1.5 The day care facility shall have an Advisory Committee whose membership shall include a representative from the Association. This Committee shall meet at least once every six months.

1.6 The design of day care programs for faculty children at the facility shall consider the need for extended hours and flexible enrolment options to accommodate Members' work schedules.<sup>6</sup>

6. 2014-2018 UWOFA Collective Agreement and 2011-2015 UWOFALA Collective Agreement, Child and Family Care Article.

Another approach to assist parents in their child care needs is to provide rent-free accommodation to child care facilities on campus. At York University this is done through an annual grant to the day care centre:

*The Employer agrees to maintain its support for the York University Co-operative Daycare Centre according to the terms of the attached Memorandum of Understanding (Appendix G). In addition to the foregoing obligation, the Employer shall support the Lee Wiggins Daycare Centre in the amount of \$25,000 annually. The Administration further agrees to continue its collaborative efforts to define campus childcare needs and to establish improved childcare facilities at York University, including a determination of an appropriate level of University financial support for such facilities over and above that defined in Appendix G.<sup>7</sup>*

York University provides direct financial support to their on-campus Centre for rental and cleaning charges. However, unlike the language found at Western University and Brescia University College, Article 7 of Appendix G to the YUFA agreement provides that "no fewer than sixty percent" of the spaces at the York University Co-operative Daycare Centre are to be reserved for York students, and there is no prioritization of space for academic staff.<sup>8</sup> At Mount Allison University,

7. 2012-2015 YUFA Collective Agreement, Article 26.14.

8. Article 5 of Appendix G provides that "[t]he level of direct financial support by the Board to the Centre shall be determined as follows: For 1985-86, a sum consisting of: \$56,000 (fifty-six thousand dollars); plus an amount equal to the dollar increase over 1984-85 in the University's rental charge for space occupied at present by the Centre; plus an amount equal to the dollar increase over 1984-85 in the University's annual charge of thirty-two (32) hours per week DPP cleaning. Thirty-two (32) hours per week shall constitute the basis for calculation of this amount irrespective of the number of hours actually supplied the Centre by the DPP. For 1986-87 and subsequent years, a sum consisting of the previous year's direct financial support plus amounts equal to the dollar increase over the previous year's rental and cleaning charges respectively." Article 5 further provides that should the Centre be relocated from its present location, the Board's direct financial support to the Centre shall continue to be calculated on this basis.

the employer matches two dollars for each dollar donated by MAFA members (as individuals) to an off-campus day-care, to a maximum employer contribution of \$5,000:<sup>9</sup>

*The Employer shall continue to maintain the facility for the York Street Children's Centre. By March 15, of each year of the Agreement, the Employer shall provide an annual donation to the York Street Children's Centre of \$2 for every \$1 donated by employees up to a total donation of \$5,000 per year from the Employer. For the purpose of calculating this donation, by March 1 the Union shall provide the Employer with information regarding the amount of donations made by employees to the York Street Children's Centre over the previous 12 months.*<sup>10</sup>

## Centre Governance

Between 2010 and 2012, 58 percent of child care space expansion in Canada was in the for-profit sector, bringing the proportion of spaces in the for-profit sector to nearly 30 percent of all spaces in child care centres.<sup>11</sup> As part of a general trend to increase corporate involvement in campus operations, the hollowing-out of public funding for universities and the need for new revenue streams, many post-secondary institutions now have partnerships with private, for-profit child care corporations.

One-third of the respondents surveyed by Friendly and Macdonald noted that they had a contractual relationship (“corporate membership agreement”) with Toronto-based Kids & Company. As noted by Friendly and

Macdonald (2014), “These arrangements are different from the circumstance in which a community child care provider (for example, a student group or the YMCA) operates a child care centre specifically for the university community or in which the university has made an arrangement to use a specified number of spaces in a community-based centre.”

In a 2004 child care survey by CAUT, it was found that most child care facilities are run by a third party, mostly private non-profit organizations and cooperatives, while the University of British Columbia, University of Guelph, Queen’s University, and the University of Toronto had university-run facilities. The governance model for a child care facility can have a considerable influence on staffing, access to service, and quality and cost of service. These matters can be negotiated by the association, especially in an era of cost cutting, outsourcing and increasing university-corporate partnerships.

## Financial Support to Pay for Child Care

On top of securing access and support for child care, about half of CAUT member agreements with language on child care provide academic staff members with some financial support. Reimbursement of payment for child care expenses can be provided to the eligible membership to offset at least some of their child care expenditures. Contract language may also specify employer obligations in terms of the provision of and access to on- or off-campus child care facilities. For instance, the Academic Child Care Benefit at the University of Alberta covers regular faculty, librarians, Administrative and Professional Officers (APO), Faculty Service Officers (FSO), and full-time contract academic staff with appointments of at least eight months.<sup>12</sup>

9. There is currently a grievance arising from the employer’s refusal to pay for the replacement of the existing flooring at the centre. The New Brunswick Department of Family and Community Services (which certifies the daycare) has directed them to do so for health reasons (The grievance hinges on the interpretation of the word “maintain”). “Research on university child care services,” Dalhousie Faculty Association, April 2015.

10. 2013-2016 MAFA Collective Agreement, Memorandum of Agreement.

11. Ferns, C. and Friendly, M. (2014). *The state of early childhood education and care in Canada 2012*. Toronto: Childcare Resource and Research Unit.

12. See <http://www.hrs.ualberta.ca/en/Benefits/LifeEvents/ChildCare/AcademicChildCareBenefit.aspx> for more information. See also Letter to Academic Staff from University of Alberta and AASUA re. Benefit Changes, 15 January 2013.

Currently, the Academic Child Care Benefit covers 50 percent of eligible child care expenses up to an annual maximum of \$2,000 per year per eligible child. The University of Alberta also provides this as a post-retirement benefit.

The Queen's University contract provides reimbursement of child care expenses to a maximum of \$2,250 per year:

*1. Members with dependent children under the age of seven and Members who have dependent children under the age of twelve in before and/or after school programs or school professional activity days, are eligible for reimbursement of child-care costs as follows:*

*(a) Members must provide receipts by February 1<sup>st</sup> for expenses incurred during the previous calendar year.*

*(b) Reimbursement will be made only for child-care expense payments that meet the Canada Revenue Agency definitions for the Child Care Expenses Deduction.*

*(c) Reimbursement for dependent children under the age of seven will be made if the child-care costs are incurred at the usual facility attended by the child. Reimbursement will not be provided for casual care. A member on Academic Leave will be reimbursed for child-care expenses incurred at facilities away from the child's normal place of residence if the expenses qualify under (b).*

*(d) If both parents are eligible, only one may claim the Child-Care Benefit.*

*(e) The plan maximum of \$2,250.00 per child will be provided annually, based on a calendar year. There are no carryover provisions if the full \$2,250.00 is not used in any given year.*

*(f) Eligible dependent children are natural, step, common-law or adopted children or wards.*

*(g) The nominal value of the fund for this plan is \$351,714 in each of the four years of the collective agreement. In the event that the value of eligible claims is less than the total amount available, the surplus shall be carried forward and added to the fund for the following calendar year or transferred to the*

*Tuition Support Plan. Similarly, should there be a shortfall in any given year, the deficit to the plan shall be carried forward to the following calendar year. The participation rate, reimbursement levels, funding and administration of this plan will be evaluated each year.*<sup>13</sup>

The contract for CUPE 3902 (Unit 1: TAs) at the University of Toronto provides a Financial Assistance Fund (growing from \$652,000 in 2011-2012, to \$777,000 in 2012-2013 and to \$902,000 in 2013-2014) which may be used for child care expenses. As noted in the Joint Letter of Intent (Financial Assistance Fund):

*The Union shall establish criteria for the Fund, subject to the provision that the Fund be used for the sole purpose of providing financial assistance, on an objective basis, to members of CUPE, Local 3902. The parties agree that the criteria may include, but not be limited to, the impact of child care expenses and the impact of increases in education-related expenses.*<sup>14</sup>

In other places, reimbursement is limited to exceptional circumstances but may also apply to casual care, including babysitting costs. At Algoma University, both the full-time and part-time collective agreements allow for the reimbursement of “up to \$50 per day” of “extraordinary” child care expenses associated with off-campus teaching, with “consideration given on an individual basis” on the part of the employer. In the latest round of bargaining at Université de Hearst for the 2015-2018 collective agreement, the association managed to secure similar language, providing \$50 a night for care between the hours of 6:00pm and 8:00am.<sup>15</sup>

All of these kinds of collective agreement provisions should be considered in order to secure and strengthen

13. 2011-2015 QUFA Collective Agreement, Appendix M.

14. 2011-2014 CUPE 3902 Unit 1 (TAs) Collective Agreement, Joint Letter of Intent: Financial Assistance Fund.

15. See Article 16.2.2 of the current APUH Collective Agreement.

support for child care. However, what can associations do if there is no guaranteed access to or support for child care in or around campus?

## Building your Case for Child Care

Having a sense of the level of demand for child care on the part of the membership is the first vital element to consider. Surveying members on child care needs and current arrangements is a good first step here. Some questions that should be considered include the following: Are you currently experiencing difficulties in accessing child care? How much do you pay in fees for your child? What kind of care is your child placed in (home-based child care, child care centre, other), and is this your preference? What hours do you require care for your child? Are you satisfied with the quality of your child's care?

It is also important to make sure that current and comprehensive information on available child care (both on-campus and locally) is compiled, be it by the employer, a joint committee, or the association itself if necessary. It is important to know the availability of child care by cohort (infant, toddler, pre-school and school-age),<sup>16</sup> the length of waiting lists, hours of operation and location, for all licensed and/or registered independent child care providers.<sup>17</sup> Circumstances will vary from campus to campus, locality to locality, and also by province.

## Child Care Feasibility Studies

While negotiating language and clear commitments in the collective agreement is always preferable, a letter of intent can be a last resort. A letter of intent should meet minimum requirements in terms of composition of the joint committee, timetable, employer-provided resources

16. Infants are generally defined as 0-18 months old, toddlers are 18 months-2.5 years old, pre-school includes ages 2.5-5, and 5+ is school-age (as per Schedule 3 of Ontario's *Day Nurseries Act*).

17. It is commonly estimated that home-based child care represents approximately 80% of the supply of child care spaces across Canada.

for the committee to do its work (e.g. funding feasibility studies), and a suitable commitment of money for the project by the employer. There are many cases of contract language referencing child care that commit employers to setting up investigative committees to undertake feasibility studies when childcare is not readily available. Some of these initiatives are more committed to action and outcomes than others.

The 2010-2014 Acadia University Faculty Association collective agreement commits to a process and timetable:

*The Parties to this Agreement mutually recognize the desirability of the availability of high quality child care services for children (ages 6 weeks to 12 years) of staff, students and other members of the University, and undertake as follows:*

(a) *the Board and the Association shall establish the Acadia University Child Care Committee*

(b) *the Committee shall consist of two (2) representatives of the Board, two (2) representatives of the Association, and one (1) representative from the broader University community to be jointly decided;*

(c) *the Board and the Association shall appoint their respective representatives to form the Committee within sixty (60) days of the signing of this Collective Agreement;*

(d) *by 1 September 2012, the Committee shall submit to the Board and the Association a business plan reflecting the needs of the groups represented on the Committee that will include and not be limited to the following:*

(i) *Market Analysis*

(ii) *Financial Overview (including funding, income and cash flow)*

(iii) *Operations and Management Design*

(iv) *Implementation Plan*<sup>18</sup>

18. 2010-2014 AUFA Collective Agreement, Article 57.10.

At Université Saint-Boniface, a letter of intent signed during negotiations with on-campus unions in 2014 was incorporated into the 2012-2016 APCUSB Collective Agreement, as well as those of the Professional Association of the School of Technical and Professional Program (APÉTP) and the Support Staff for Academic Services (PASA), concerning the establishment of a Centre of Excellence for Child, Family and Community, which would both provide child care for the university and outside community and serve as a learning centre and laboratory. It would also provide French language child care. The language of the letter of intent reads (in part) as follows:

*Attendu que l'Université de Saint-Boniface (USB) a confié une étude exploratoire en matière de services de garde à la firme Cécile Gousseau Inc. Le rapport final de l'étude a été remis à l'USB le 3 avril 2012. Il met en évidence un besoin important de service de garde pour enfants jusqu'à l'âge de douze (12) ans ainsi que l'intérêt prononcé du personnel et des étudiants de l'USB et de la communauté pour la mise sur pied d'un service de garde pour enfants. ... Attendu que l'USB souhaite élaborer une proposition de financement pour la mise en oeuvre d'un projet de Centre d'excellence enfant, famille et communauté. Il s'agit de la planification d'un Centre d'excellence qui aurait comme but de combler le besoin de services pour enfants, et qui démontrerait également des pratiques exemplaires en matière de techniques d'éducation et de soins des jeunes enfants et de soutien aux familles. Le Centre servirait ainsi de laboratoire qui enrichirait l'enseignement dans plusieurs programmes d'études et de site de recherche pour les professeures et professeurs de l'USB... Les parties s'entendent que, dans le cadre du processus d'élaboration de la proposition de financement pour la mise en oeuvre du Centre d'excellence enfant, famille, communauté, l'USB mettra sur pied un comité consultatif composé de membres internes et externes. Une professeure du programme Éducation de la jeune enfance siègera au comité consultatif. L'USB mènera également des consultations ciblées à*

*chaque étape du processus de mise en oeuvre du projet auprès de personnes qui possèdent les diverses expertises requises pour mener le projet à bon port.<sup>19</sup>*

Unfortunately, even with substantial outlays of time, money and other resources, including a round of public consultations, a survey, two market studies, one architectural study, collective bargaining, and a \$700,000 commitment from the Saint-Boniface Student Association, in the fall of 2015, the USB administration decided to abandon efforts to establish the Centre.

## Beyond Collective Bargaining

While a feasibility study may be a good first step, work still needs to be done on campus to mobilise members behind the project. Once your association has identified and measured the level and type of demand for child care, your association should consider organizing follow-up meetings for groups of members with child care needs to further identify and clarify needs and to strategize collectively on how to go about meeting them. In organizing for better child care on campus, building solidarity with other groups of employees as well as students and members of the local community may be required in order to be most effective in obtaining results.

## Child Care in Colleges

While the availability and cost of child care at the local level varies widely, including by college campus, focusing on colleges in Ontario, we found that only one institution (Mohawk College) has never provided on-campus child care. At most college campuses in Ontario, child care centres are integrated with existing early child care

19. 2012-2016 APPUSB Collective Agreement, Letter of Intent re. Centre d'Excellence Enfant, Famille et Communauté à l'Université Saint-Boniface.

education (ECE) programs,<sup>20</sup> while others provide standard on-campus child care not integrated with any ECE program at the college.<sup>21</sup>

However, there have been many closures of on-campus child care programs across Ontario college campuses over the past decade as a result of cuts to provincial child care funding and institutions not taking up the slack. For instance, Cambrian College closed its Play and Learn Day Care Centre and Carrousel Family Child Care program effective June 30, 2010. Canadore College closed its on-site day care program in 2008. The University of Ontario Institute of Technology took over the daycare centre that Durham College closed in 2009. Fanshawe College closed its program effective June 30, 2004. The Fleming Child Care Centre closed its doors effective June 23, 2012. On June 30, 2012, Loyalist College closed its Centre for Early Childhood Education. The Niagara College Child Care Centre (Welland campus) was closed by the college as a unionized, ECE program integrated facility effective April 2013, but was reopened by an independent non-profit child care provider (A Child's World) on May 1, 2013. Northern College (Porcupine campus) closed its Caboose Daycare Program effective June 24, 2010. St. Clair College closed its in-house daycare centre on March 31, 2009. After almost 40 years of continuous operation, the Early Childcare Centre at St. Lawrence College was closed on July 31, 2008. All of these closures were for financial reasons.

## Conclusion

Good language for provision of child care is needed to protect and expand access and services available to working parents. Academic staff can collectively secure and expand support and services to parents with young children and infants. For further assistance with developing language, please contact CAUT.

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20. This group includes Algonquin College, Centennial College, Conestoga College, Confederation College, George Brown College, Humber College, La Cité collégiale, Lambton College, Northern College (Moosonee Campus), Sault College, Seneca College (King and Newnham Campuses) and Sheridan College.

21. This group includes Collège Boréal, Georgian College (on-site child care centre is run by the YMCA).



## Further Reading

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