

**SENATE EMPLOYMENT, WORKPLACE RELATIONS AND EDUCATION
LEGISLATION COMMITTEE**

**2005-2006 SUPPLEMENTARY BUDGET SENATE ESTIMATES HEARING
2 and 3 NOVEMBER 2005**

EMPLOYMENT AND WORKPLACE RELATIONS PORTFOLIO

QUESTIONS ON NOTICE

Outcome 2: Higher productivity, higher pay workplace

Output Group 2.1: Workplace relations policy and analysis

Output 2.1.1: Workplace Relations Policy Advice

Question Number: W588-06

Question:

Senator Wong asked at *Hansard* page 97:

In relation to flexible hours provisions, is the Department able to provide the examples cited and what offsets or occupational health and safety clauses are also contained in the same agreements?

Answer:

The relevant provisions from the cited awards are included in Attachment A (relevant clauses are highlighted). Attachment B provides relevant clauses from 14 federal certified agreements.

There are no specific offsets in relation to flexible hours in these awards or agreements. Some of the agreements specify occupational health and safety clauses but, again, not in relation to flexible hours. There are terms in awards and agreements that prescribe daily maximum hours and minimum rest breaks between shifts.

Attachment A

SELECTED AWARDS WITH PROVISIONS TO AVERAGE HOURS OVER EXTENDED PERIODS

Metal, Engineering and Associated Industries Award 1998 (AW789529CRV)

6.1.2(c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

6.1.2(d) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

6.1.3 Ordinary Hours of Work - Non-Continuous

6.1.3(a) Subject to 6.1.3(b), the ordinary hours of work for non-continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

6.1.3(b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.

6.1.3(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.

6.1.3(d) Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

Graphics Arts - General - Award 2000 (AW782505CR)

6.1.2 Ordinary hours of work - other than continuous shiftwork employees

6.1.2(a) Ordinary hours and work cycles

6.1.2(a)(i) The ordinary hours for non-continuous shift work must not exceed an average of 38 per week.

6.1.2(a)(ii) The ordinary hours of shift work employees not on continuous shift work will not exceed 8.75 hours per shift.

6.1.2(a)(iii) Despite 6.1.2(a)(ii), the ordinary hours of shift work employees not on continuous shift work may exceed 8.75 hours per shift and up to ten hours per shift by agreement between the employer and the majority of employees. This is subject to Level 1 Facilitation.

6.1.2(a)(iv) By agreement between the employer and a majority of employees, an employee may work ordinary hours of non-continuous shift work in excess of ten hours and up to twelve hours. An agreement to work more than 10 hours and less than 12 hours will be subject to Level 3 facilitation. Where twelve ordinary hours are introduced on any shift, the agreement is subject to Level 3 Facilitation and 6.1.4(f).

6.1.2(b) By agreement between the employer and the majority of employees affected, a roster system may operate on the basis that the weekly average of up to 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but which does not exceed twelve months. This is subject to Level 2 Facilitation.

6.1.3 Ordinary hours of work - continuous shift work employees

6.1.3(a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each day without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

6.1.3(b) Ordinary hours and work cycles

6.1.3(b)(i) The ordinary hours of continuous shiftwork employees are to average 38 hours per week and must not exceed 152 hours in 28 consecutive days.

6.1.3(b)(ii) The ordinary hours of continuous shift work employees will not exceed eight hours per shift.

6.1.3(b)(iii) Despite 6.1.3(b)(ii), the ordinary hours of continuous shift work may exceed 8 hours and up to ten hours per day by agreement between the employer and the majority of employees. This is subject to Level 1 facilitation.

6.1.3(b)(iv) By agreement between the employer and the majority of employees, an employee may work ordinary hours in excess of ten hours and up to twelve hours. An agreement to work more than 10 hours and less than 12 hours will be subject to Level 3 facilitation. Where twelve ordinary hours are introduced on any shift, the agreement is subject to Level 3 Facilitation and 6.1.4(f).

6.1.3(c) By agreement between the employer and the majority of employees affected, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed twelve months. This agreement is subject to Level 2 Facilitation.

Brass, Copper and Non-Ferrous Metals Industry Award 1998 (AW769405CRV)

6.1.2 Ordinary hours of work - continuous shift workers

6.1.2(a) Continuous shiftwork means work carried on with consecutive shifts of employees throughout the 24 hours of each of at least six consecutive days without interruption except for breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

6.1.2(b) Subject to 6.1.2(c) the ordinary hours of continuous shiftworkers are, at the discretion of the employer, to average 38 hours per week inclusive of meal breaks and must not exceed 152 hours in 28 consecutive days. Continuous shift workers are entitled to a 20 minute meal break on each shift which shall be counted as time worked.

6.1.2(c) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

6.1.2(d) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

6.1.2(e) Any work performed outside the spread of hours is to be paid for at overtime rates. However, any work performed by an employee prior to the spread of hours which is continuous with ordinary hours for the purpose, for example, of getting the plant in a state of readiness for production work is to be regarded as part of the 38 ordinary hours of work.

6.1.3 Ordinary hours of work - other than continuous

6.1.3(a) Subject to 6.1.3(b), the ordinary hours of work for non continuous shift workers are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

6.1.3(b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.

6.1.3(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.

6.1.3(d) Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

Television, Radio and Electronics Service Industry Award, 1998 (AW799596)

6.1.2 Ordinary hours of work - Other than continuous shift work

6.1.2(a) Subject to 6.1.2(b), the ordinary hours of work for non continuous shift work are to be an average of 38 per week and must not exceed 152 hours in 28 consecutive days.

6.1.2(b) By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is allowed over a period which exceeds 28 consecutive days but does not exceed 12 months.

6.1.2(c) The ordinary hours of work are to be worked continuously, except for meal breaks, at the discretion of the employer.

6.1.2(d) Except at change-over of shifts an employee will not be required to work more than one shift in each 24 hours.

**SELECTED AGREEMENTS WITH PROVISIONS TO AVERAGE HOURS
OVER EXTENDED PERIODS**

Edith Cowan University General Staff Certified Agreement 2003 (AG839924)

40. ANNUALISATION OF HOURS

40.1 Annualisation of hours is a flexible work arrangement under which employees work a yearly quota of hours instead of hours per week.

40.2 Notwithstanding anything contained in this Agreement, where mutual agreement has been reached between the University and an employee, the two parties may enter into any flexible employment arrangement that is mutually convenient.

40.3 The total annual working hours are to be mutually agreed between the employee and the University and expressed by written agreement. All days or hours outside of the agreed working hours shall be considered overtime and attract penalty rates.

40.4 The agreed working hours inclusive of the annual leave entitlement will be identified as those hours between the employee and the University, but not exceeding 1950 hours in any one year and in any event no employee on such an arrangement may work more than:

- (a) 48 hours per week, and
- (b) 384 hours over an eight (8) week cycle; and
- (c) no more than six (6) consecutive shifts per week.

40.5 Any variation to the contract of employment shall only be made with the agreement of the University and employee in writing.

40.6 In the event that the employee or the University requests to vary the contract of employment, the other party shall give due consideration to the request. If the outcome of this request is unsatisfactory, then matter shall be dealt with in accordance with Clause 57 - Dispute Resolution Procedures.

40.7 An employee entering into a position, at the initiative of the University, where that position has or had a flexible working arrangement, shall not be required to accept that arrangement and shall have the choice of negotiating a separate working arrangement suitable to both the employee's and the University's needs.

40.8 Where this clause applies to a group of employees in a particular Work Unit, the group shall be duly consulted regarding the development of such an arrangement. The proposed arrangement shall be subject to employee vote and shall be determined by a valid majority.

40.9 An employee(s) shall be paid an annualised salary in accordance with this

Agreement and agreed to by the employee(s) and the University. The salary may incorporate a component for relevant allowances and penalty rates..

Western Australian TAFE Lecturers' Certified Agreement 2005 (AG839443)

37. AVERAGING

37.1 Lecturing hours may be averaged over periods of up to 21 calendar weeks in a semester, except for Pilbara TAFE where lecturing hours may be averaged over periods of up to 20 weeks in a semester.

37.2 The maximum averaging lecturing hours will be 420 hours over 21 weeks, or 20 weeks. A pro rata number of lecturing hours based on an average of 21 hours per week will be worked for averaging periods of less than 20 weeks.

37.3 Lecturing hours cannot be carried over from one semester to another and each lecturer will commence each semester with a zero balance of lecturing hours.

37.4 Lecturers and managers will strive to reach reasonable agreement on arrangements for the commencement and duration of any period of averaging.

37.5 Both parties will strive to find reasonable solutions in the event of a change to previously agreed averaging arrangements becoming necessary.

37.6 In striving to reach agreement regarding the implementation of averaging, or changing averaging arrangements, there will be full and proper consultation. Full and proper consultation will involve direct communication between the employee and management at the earliest opportunity and if working as part of a team may include consultation between management and the team. Equity considerations, personal and family commitments, professional and personal development commitments, occupational safety and health issues, educational quality issues and flexible hours arrangements will be considered in the decision making process.

37.7 When lecturing hours vary in accordance with averaging pursuant to this clause, Professional Duties hours and Activities Related to Delivery hours remain constant, as specified for a lecturer lecturing 21 hours per week in Schedule I – Hours Chart.

37.8 Subject to 37.1, ordinary lecturing hours may be programmed throughout the semester except during a lecturer's annual leave and professional allowance leave periods.

37.9 All duties scheduled on a public holiday in Clause 58 - Public Holidays will be deemed to have been worked.

37.10 When a lecturer completes the requisite number of hours in less weeks than the duration of the period of averaging, the lecturer is only required to perform Activities Related to Delivery and Professional Duties of 16.5 hours per week for the duration of the period of averaging. Up to a maximum of 7.5 hours ARD may be carried out off campus at the discretion of the lecturer each week.

37.11 A contract lecturer who completes 420 lecturing hours in a shorter period than a semester will be paid as though the lecturing hours were delivered over a full semester.

37.12 A reconciliation will be required at the end of an averaging period and any resulting credit will be paid at the one and a half times the ordinary rate of pay in the next pay period conveniently possible.

37.13 Where a lecturer already has a full lecturing load programmed for a semester, relief lecturing will be paid as overtime in the next pay period conveniently possible.

37.14 Advice of any averaging arrangement where lecturers lecture for more than 25 hours per week, other than by agreement, will be forwarded to the ATERC for information and future analysis.

37.15 Lecturing hours worked in accordance with sub-clause 36.6 will count as lecturing hours under any averaging arrangement pursuant to this Clause.

AG839932 / AG840258

Vision Group Pty Ltd and Australian Nursing Federation Enterprise Bargaining Agreement 2005 / Stonnington Day Surgery and Australian Nursing Federation Enterprise Bargaining Agreement 2005

HOURS OF WORK AND OVERTIME

(i) A Registered Nurse shall not have fixed hours of duty provided that:

(a) The ordinary hours of work for a full time Registered Nurse shall not exceed 1976 hours per annum (inclusive of holidays and leave).

(b) The hours of work for a part time Registered Nurse shall average not less than the minimum fortnightly number of hours which that Registered Nurse has been guaranteed.

Such hours shall be averaged over a 12 month period and shall not exceed 1976 hours per annum (inclusive of holidays and leave).

(ii) Ordinary hours may be worked over any day of the week, Monday to Sunday inclusive, by mutual agreement and shall be arranged by the Hospital to meet the service needs of the Hospital.

(iii) Ordinary hours shall not exceed 96 in any fortnight (that is 76 ordinary hours plus 20 hours in credit).

(iv) The roster shall in each case provide for an 8 hour break between shifts.

(v)(a) The number of hours allowed to be in credit shall not be in excess of 20 hours.

(b) The maximum number of hours allowed to be in debit shall not exceed 15 hours.

(c) When an Registered Nurse is in debit as a result of the operation of bankable hours, he/she shall not accrue banked hours until the debit is clear.

(vi) The individual employee and Unit Manager will be responsible for managing the balance of hours required

(vii) The Unit Manager and the individual employee will conduct a three-monthly review of their banked hours

Capital Stevedoring Victorian Enterprise Agreement 2004 (AG840050)

PART B: VIC OPERATIONAL ISSUES

1.0 HOURS OF WORK

1.1 Permanent Operational Employees - Annual Accumulated Hours

1.1.1 Permanent Operational employees are required to work 1820 Annual Accumulated Hours inclusive of ordinary hours (1575), annual leave, (175 hours) and sick leave (70) in each twelve-month period from the commencement date of this Agreement.

1.1.2 Work periods (including shift extensions) may vary between 7 and 12 hours, other than where specified in this agreement. Shifts of four hours duration are detailed in clause 1.7.

1.1.3 Work periods (including shift extensions) will count towards annual accumulated hours other than where specified in this agreement.

1.1.4 Permanent Operational employees shall not be placed in roster panels and shall be available for totally irregular allocation in accordance with the notification procedures of this agreement.

1.1.5 Each yearly Annual Accumulated Hours requirement shall stand alone. In the event that it is obvious that the designated hours will not be reached in any particular year, the parties shall confer not later than 3 months prior to the conclusion of that year to consider the situation, and where agreed, shall implement measures to avert the likely shortfall. Once the agreed measures have been implemented, any remaining shortfall will be rolled over and must be utilised within the term of this agreement.

Corning Cable Systems - Clayton Certified Agreement 2005 - 2008 (AG840327)

29.2.3 Averaging weekly hours beyond 28 days

By agreement between the employer and the majority of employees concerned, a roster system may operate on the basis that the weekly average of 38 ordinary hours is achieved over a period which exceeds 28 consecutive days but does not exceed 12 months.

Austral Bricks Production Workers Agreement 2005 (AG840213)

17 HOURS OF WORK

(a) Hours of Work

(b) Employees - the ordinary hours of work shall be an average of thirty eight (38) per week, to be worked on one of the following basis :

- (i) 38 Hours within a work cycle not exceeding seven (7) consecutive days; or
 - (ii) 76 Hours within a work cycle not exceeding fourteen (14) consecutive days; or
 - (iii) 114 Hours within a work cycle not exceeding twenty one (21) consecutive days;
- or
- (iv) 152 Hours within a work cycle not exceeding twenty eight (28) consecutive days;
- or
- (v) 304 Hours within a work cycle not exceeding fifty six (56) consecutive days

GrainCorp Operations Limited (Rail Operations) Enterprise Agreement 2004 (AG840412)

5.0 ROSTERING CODE

15.1 Hours of Work

15.1.1 The maximum number of ordinary hours to be worked by train crews in any one year shall be 1976 inclusive of annual leave.

15.1.2 Ordinary hours are determined on the basis of a 3 8 hour week.

15.1.3 A year shall run from the first Sunday in October in one year to the last Saturday in September or the first Saturday in October in the following year.

15.1.4 In the case of train crew who commences employment during the year, the number of ordinary hours to be worked during the balance of that year shall be determined pro-rata on the basis of thirty eight (38) hours per week.

15.1.5 The maximum shift length shall be twelve (12) hours for Driver/Driver or eleven (11) hours for Driver/Observer, hi the event of an emergency it is permissible for the crew to travel home passenger up to an absolute maximum of sixteen (16) hours but must not engage in work including driving a motor car.

15.1.6 On any single day, Sunday to Saturday, train crews shall, as rostered, work ordinary hours shifts of between six (6) hours and twelve (12) hours each.

15.1.7 Ordinary hour shifts shall be rostered over a maximum of ten (10) days in any single fortnight whether they be consecutive or otherwise.

15.1.8 No more than three (3) x twelve (12) hour consecutive ordinary hour shifts or three (3) x twelve (12) individual shifts shall be rostered in any seven (7) consecutive days.

15.1.9 There is to be at least two (2) duty free days posted together in any single week or four (4) duty free days in any single fortnight.

15.1.10 In any fortnight, if rostered ordinary hours worked is less than 76, the undertime ordinary hours will be carried over and adjusted in the current remaining yearly ordinary hour cycle (15.1.3).

Toll Pty Limited Port Kembla Enterprise Agreement 2005 (AG840375)

4 SCOPE

4.1 This agreement applies to and its Employees employed under the Award.

4.2 This agreement may not be varied other than in accordance with the provisions of the Act.

4.3 An Employee covered by this agreement may be employed as:

4.3.1 a full time Employee engaged in the Roster set out in Schedule 2, for an average of 35 hours per week (1645 annually) in accordance with this agreement;

4.3.2 a fulltime Employee engaged as a day work only Employee for an average 35 hours per week (1680 hours annually) such on day work Monday to Friday

Dr N P Siemensma's Rooms and the Australian Nursing Federation Enterprise Bargaining Agreement 2005 (AG840752)

9. HOURS OF WORK

9.1 Full-Time

The hours for an ordinary week's work shall be 38, or an average of 38 per week in a fortnight, or over a four week period (or by agreement a five week period in the case of an employee working ten hour shifts) and shall be worked Monday to Friday :-
8AM to 4PM

ACL Bearing Company - Launceston - Certified Agreement 2005-2008 (AG840618)

20.1 12 HOUR CONTINUOUS SHIFT ROSTER

(i) Calculation of Hours

(NB: For the purposes of these calculations an 8 week roster cycle is assumed) An employee who works a full roster cycle of 8 weeks will be paid the following hours:

		Hours Worked	Hours Paid
Day shift	- 10 shifts x 12 hours @ 1.15		
Nightshirt	- 10 shifts x 12 hours @ 1.15	120	138.0
Rostered Overtime	- 32 hours @ ordinary time Public Holidays	120	138.0
Saturdays	- 4 shifts x 12 hours @ 1.5	-	32.0
Sundays	- 4 shifts x 12 hours @ 2.0	-	16.6
Total Hours		48	72.0
		48	96.0
		336	492.6

Employees therefore work 336 hours in the 8 week shift cycle. This equates to 42 hours worked per week, ie. 336 divided by 8.

Employees are therefore paid 492.6 paid hours in the 8 week shift cycle. This equates to 61.575 paid hours per week, ie. 492.6 divided by 8.

Therefore, the employee works an average of 42 hours per week and is paid 61.575 hours per week.

(ii) Standardised Wages

Employees are paid a standard wage each week based on the average paid hours over the 8 week cycle, i.e. 61.575 hours.

To illustrate, an employee on an hourly rate of \$12.00 per hour would be paid as follows: 61.575 paid hours per week @ \$12.00 per hour = \$738.90

This would be that employee's standard wage each week for working in accordance with the Roster.

Emergency Communications Victoria, Administrative and Support Staff, Enterprise Agreement 2005. (AG840472)

11. HOURS OF WORK

11.1 Full-time employees shall be employed for an average total of 2080 ordinary hours per annum resulting in an average of 40 hours work per week.

11.2 In order to be able to provide for ECV's operational requirements, some employees shall work these hours, as appropriate, on a roster as prepared by the responsible ECV officer. These hours may be during the day, afternoon, night and weekend, unless otherwise specified in existing individual arrangements or agreed between the employee and ECV. Where any changes to individual or group working arrangements are contemplated, ECV will consult with the employees affected with

the view to reaching agreement with them in relation to the change, as far as practicable.

11.3 Ordinary hours per day for full time employees working in accordance with Clause 11.2 will generally be a minimum of 8 hours and a maximum of 12 hours.

Cleanaway (Maroochy Region - Workshop) Certified Agreement 2005 (AG840652)

Hours of Work:

(a) The ordinary hours of work shall average not more than 38 hours per week and will be worked within a work cycle not exceeding 56 consecutive days (eight week work cycle).

(b) The ordinary hours of work shall not exceed ten (10) hours per day worked Monday to Sunday inclusive.

The work roster shall be implemented as follows -

- * Four consecutive days rostered on for duty; followed by
- * Four consecutive days rostered off duty.

[This is a rolling roster repeated over an eight week work cycle].

Murray Goulburn Co-Operative Company Limited & National Union Of Workers Agreement 2004 (AG838454)

17. HOURS OF WORK

17.1 The ordinary hours of work shall be between the hours of 5.00 a.m. and 6.00 p.m. on up to any 6 days of the week between Monday and Sunday inclusive and shall average 38 hours per week; however not less than 5 hours and not exceeding 12 ordinary hours work on any day.

Implementation of 38 hour week

17.2 Subject to the following paragraphs hereof, the ordinary hours of work shall be an average of 38 hours per week to be worked on one of the following basis:

17.2.1 38 hours within a work cycle not exceeding seven consecutive days; or

17.2.2 76 hours within a work cycle not exceeding fourteen consecutive days; or

17.2.3 114 hours within a work cycle not exceeding twenty-one consecutive days; or

17.2.4 152 hours within a work cycle not exceeding twenty-eight consecutive days; or

17.2.5 190 hours within a work cycle not exceeding thirty-five consecutive days; or

17.2.6 228 hours within a work cycle not exceeding forty-two consecutive days; or

17.2.7 266 hours within a work cycle not exceeding forty-nine consecutive days.

17.3 Employees shall work their ordinary hours in one of the following ways:

17.3.1 By working a nineteen day four week cycle of eight hours per day with .4 of one hour for each day worked accruing as an entitlement to take a rostered day off on each four week cycle.

17.3.2 By fixing one week day on which all employees will be off during a particular work cycle.

17.3.3 By rostered days off being accrued up to a maximum of twelve days.

17.4 Substitute day

17.4.1 The Company with the agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power, energy or raw materials supply to meet the requirements of the business in the event of some other emergency situation.

17.4.2 An individual employee, with the agreement of the company, may substitute the day he/she is to take off for another day.

17.4.3 In areas covered by this Agreement where agreement between the majority of employees and the company exists, a banking system of rostered days off may be agreed to in order to cover peak seasonal demands.

17.4.4 Employees would therefore work on what would normally have been their rostered day off and accrue an entitlement to bank a rostered day off to be taken at mutually convenient time for both the employee and the company; provided that no less than seven days notice is given before taking the banked rostered days off.

17.4.5 No penalty payment shall be made to employees working under this substitute banked rostered day off. However, the company will maintain a record of the number of rostered days off banked.

17.4.6 Employees terminating employment prior taking any banked rostered days off shall be paid any accrual.

17.4.6.1 An employee's rostered days off may be accrued up to a maximum of twelve days per the above with such days being taken off at a time convenient to the employer and the employees.

17.4.6.2 It is the intention of this clause that no more than twelve (12) rostered days off will be granted in a twelve month period.

17.4.6.3 The parties to this Agreement agree to a greater flexibility in the rostering of personnel to meet the demands of product changes/mix on a location by department basis.

Accumulated hours

17.5 The parties to this Agreement agree to the flexibility in the taking of accumulated hours.

For the purpose of this clause management and employees may agree to the taking of accumulated hours at a mutually agreed time, however, circumstances may arise where different methods of implementation may apply to various groups or section of employees and at each site an assessment will be made as to which method best suits the Company and proposals and implementation shall be discussed with those personnel concerned.

17.6 The ordinary hours of work prescribed herein shall not exceed 12 hours on any day. Provided that in any arrangement of ordinary working hours where the ordinary working hours are to exceed eight on any day the arrangement of hours shall be, subject to the agreement of the employer and the majority of employees in the plant or section or sections concerned.