

The Reconstruction of Collective Agreement System of German Employed Academicians in the 1950s : With a Case Study of Chemical Industry in the Federal State of North Rhine-Westphalia

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1. Introduction

The 1950s was the period during which the reconstruction of economic system of the Federal Republic of Germany (Bundesrepublik Deutschland : in the following texts only called as “Germany”) was promoted, which had been interrupted or destroyed by the Nazi regime and following occupational policy of the Allies after the World War II. The new economic system, which should have been reconstructed within the framework of liberal economy instead of totalitarian one, had to be based on the sustainable ground concept which enables the German economy to emerge as a strong one again in the world stage, so that not only the German political and business prominent figures of that time, but also the leaders of trade unions engaged in its formation, naturally only under the restriction of political interference of the Allies.

For the reconstruction of the new economic framework the continuity and discontinuity of the system had to be taken into consideration. Toward the beginning of the 20th century the Germany had already developed its own competitive production regime, which was complemented by further development during the Weimar period

and by Nazi wartime-economy regime. The German tried to reconstruct their new system on the basis of this heritage as much as possible. Naturally not all of the traditional preferred economical order could be revived. For example, the political interference of the Allies, among all that of the USA, had prohibited German industrialists temporarily from a resumption of their traditional cartel policy. Also the limited productions potentiality because of the war-caused material destruction and shortage of the qualified manpower and lacking financial means needed for the resumption of production had to be considered as to whether they could reconstruct their economic system after the traditional German model.

The contemporary German economic system could be understood as the combination of a number of traditional orders and orders newly introduced after the war, especially in the 1950s, which as a whole, or ex post facto, could be evaluated as one of the most successful economic models of the world. As one of the most important components of German economic system today the autonomy of income distribution through collective agreement (Tarifautonomie) could be mentioned, which enables the German employers and employees to regulate common minimum working-conditions for the employees of the concerned industries through collective bargaining between delegations of employers associations and those of trade unions. Such a collective agreement (Tarifvertrag) system has unquestionably contributed to the trustful cooperation between employees and employers, which prepared the indispensable basis for the successful development of the German economy in the postwar period. But we can't forget to mention that the basic structure or tradition of such a system can be dated back to the era of Weimar Republic, which gave the contemporary Germany the character of social state as its heritage. The collective agreement system could be seen as one of the continuity from the prewar time.

It is not wrong to say that the German collective agreement system has contributed to the formation of effective production framework of German enterprises by avoiding harmful labor conflict and making the personal management easier. But on the other hand, we should not forget that the German employers have not always

welcomed such a collective System which often prohibits them from unfolding unrestricted entrepreneurial profit-maximization activities. Under a certain condition, they have rejected a acceptance of working-conditions strictly regulated by collective agreement and in some cases also requested the abolishment of collective agreement with certain threatening in favor of deregulation of labor-market, which showed the collective-agreement-crisis (Tarifwandel) in the 1990s.

And there is the employees group, to whom the German employers would not like to apply collective working-conditions regulated by collective agreement : The employed academicians (angestellte Akademiker) and the managers (Führungskräfte) with or without academic degrees, who usually engage with the managerial activities delegated by their employers or services such as scientific and technical special tasks like R&D or maintenance and furnishing of manufacturing plants on the ground of their highly developed managerial ability or their excellent special knowledge needed for accomplishment of highly sophisticated tasks imposed on them by their employers.

The alleged reason for the rejection of application of collective agreement to this group of employees insisted by employers could be summarized as follows : Because of the originalities and individual characters of their tasks whose working component varies very much according to their abilities and characters, which are quite different than those of the blue-collar-workers (Arbeiter or gewerbliche Mitarbeiter) and non-managerial white-collar (Tarifangestellter) whose tasks could be characterized by routine work style and standardized component of work, the highly individualized working-conditions must be applied to them to increase their working incentive and to bring out their best performances which are indispensable for a business success of their companies. Above all, they are the most important candidates of future top-management or employers.

Surely, admittedly, German employers have tried to treat their academicians or managers on the basis of individualized human-resource-management because of their strategic importance, and therefore to award such a group of employees the working-condition of the “from-collective-agreement-exempted-white-collars (außertarifliche

Angestellter)” through individually concluded employment contract (außertariflicher Arbeitsvertrag), which generally guarantees better remunerations than those of collective agreement and is characterized by its privileged status.

But we should not oversee the fact that in the German chemical industry there has been a collective agreement for the employed academicians (Tarifvertrag für akademisch gebildete Angestellten der chemischen Industrie : Akademiker-Tarifvertrag) since 1920 which exists independent of the general collective agreement of German chemical industry and has regulated the minimum working-condition of the academicians or managers employed in German chemical companies regularly until today. What does it mean? Does it not contradict the widely accepted assertion of German employers that their academicians are hired only on the basis of the individual contract decided by their own abilities and performances and not to do with any collective agreement, not to mention the application of the statutory minimum wage that officially does not exist in Germany today? Or does such a case, despite of the insistent of German employer, suggest a further possibility of Rheinkapitalismus to regulate also the matter which belongs to the warrant of the employers than we have ever thought of?

To understand this contradictory phenomenon precisely, and find out the implication and particular social relation in German chemical companies concealed behind it, I would like to analyze the historical process of the reconstruction of this Akademiker-Tarifvertrag, that is, the corrective agreement of the academicians and managers in the German chemical industry, in the 1950s, during which time the main structure of economic system of Germany was reconstructed. Further, through this work, I also want to reconsider the characteristic of modern German educational elite (Bildungselite), apart from the popular personality or autobiography oriented study, and to consider the optimal relation between individualization and standardization or institutionalization of working-conditions in the modern big enterprises. The information used in this work bases on the documents administrated in the Bayer-Archive in Leverkusen Germany (In the following texts cited only as “BAL”).¹

2. Prehistory

The first collective agreement for the employed academicians in German chemical industry was concluded in 1920, that is, Weimar period. At that time the general collective bargaining system was prepared in Germany on the basis of the collective agreement regulated on the industry level. The negotiation concerned was held by Budaci (Bund angestellter Chemiker und Ingenieure : The Federation of Employed Chemists and college-grade Engineers) on the end November 1919, which was founded in May of 1919 at Halle an der Saal, and the employers association of German chemical industry. The origin of this Federation is not known. We can only know from a few documents that some of the members of Budaci, who served at the Hoechst, had already joined in the White-Collar committee (Angestellten-Ausschuß) during the wartime.²

The ground and the motive for the foundation of Budaci existed above all in the improvement of general working conditions and social positions of chemists (Chemiker) and college-grade-engineers (Diplom Ingenieure) who were serving mainly at the big German chemical companies like the BASF, the Bayer or the Hoechst, who became the I.G.Farben-Industrie later. Toward the end of the World War I many problems were acknowledged by them commonly in relation to their working conditions like e.g. salary amounts, the obligation of no competition clause (Wettbewerbsverbot) after the resignation of chemical companies and amounts of pecuniary compensation during the period of such a prohibited competition (Karenzentschädigung), estimation of inventor royalties (Erfindervergütung) in the case of profitable inventions by chemists, length of holiday (Urlaubsdauer), or period of cancelation (Kündigungsfrist) in the case of firing by employers and resignation by themselves.

The chemists and college-grade engineers saw that these problems should be solved collectively, and tried to establish an academician trade-union which could conduct the collective negotiations with the employers association as a social partner.

As a result, naturally after the hard and long-winded negotiations with employer-side, the Budaci could finally achieve its target in 1920: The German Collective Agreement for the academically educated White-Collars of the chemical Industry (Reichstarifvertrag für akademisch gebildeten Angestellte der chemischen Industrie: In the following cited only as RTV) was successfully concluded.

The RTV had two components. One of them was the salary agreement (Gehaltstarifvertrag), and another was framework or blanket agreement (Manteltarifvertrag or MTV). The RTV was applied to the academicians with grades of nature science and technical science, that is, chemists, collage-trained manufacturing engineers, physicists, architects, and pharmacists whose academic grades were verified as equivalent as those of other technical and nature scientists. Above all, the RTV could be registered as the biggest success or victory of interest-representation of German academician, while its second article titled “white-collar representation (Angestelltenvertretung)” stipulated clearly that the Budaci was acknowledged officially as the interest-representation of academician by the Employers Association of German chemical Industry (Arbeitgeberverband der chemischen Industrie Deutschlands).

The former regulated the minimum salary amount for the newly hired chemists and certified engineers serving at the chemical firms, whose employment duration did not surpass 5 years. The regulated minimum salary amounts were ranged according to the employment years (Berufsjahren), that is, from the first to the fifth employment year, which were concluded through the collective bargaining at sectional level, that is, Berlin, Breslau, Hanover, Hamburg, Cologne, Essen, Düsseldorf, Leipzig, Wolfen, Mannheim, Frankfurt, Munich. This five-range salary agreement was regulated from 1920 until 1932 annually, that is, just before the enforced conformity (Gleichschaltung) of the Budacis into the Nazi-initiated German-Technician-Federation (Deutscher Techniker Verbund) in May 1933, which naturally meant a compulsory liquidation of the Budaci (In those days the number of the Budaci-member accounted for 6,000-7,000). This salary contract was naturally very important because it

prepared the academicians guaranteed minimum salary amounts and the stable annual salary increase till to 5th employment years independently of the business situation of each company, which was of special importance for the academicians in the difficult times like the following hyperinflation period in the early 1920s and the Great Depression from 1929 to the early 1930s (see Table 1).

The latter framework agreement (MTV) regulated the general working-conditions of the academicians serving at the German chemical companies, like the personnel applicability of the salary agreement, the manner of the conclusion and cancellation of the labor contracts, working-hours, right of inventors and the inventor royalties, fashion of the competition-clause, the length of minimum vacation (ranged from 12 to 18 workdays in the 1920s), the notice-period (guaranteed term of at least 3 months to the end of a calendar year), the obligation of employers to issue the employment reference (Arbeitszeugnis) for their leaving academicians. Among which the regulation of non-competition-clause was of importance, because it limited the duration of the prohibition of competition (that is, the length of the time during which one may not take a job in the next company which competes with the former company he has left) for the academicians who leaved chemical companies and tried to develop their further carrier at the other employers to maximal 3 years, and obligated the former employers who imposed on the leaving academicians a non-competition-clause to pay them at least two-thirds of the last incomes received by them during the period of the imposed competition-prohibiting. And the regulation of the inventor royalties of special importance especially for the chemists, who occupied the greatest part of academicians in the German chemical industry and engaged in the R&D service as chief task, because a large part of their incomes was comprised of this royalties, but on the other hand the decision of the amount of royalties to be paid to the chemists concerned had been a big problem because of a lack of objective criterion about a rational distributions of profits that the invention concerned yielded. Indeed, the text of the RTV only obligated the employers to pay inventors “adequate remuneration (angemessene Vergütung)” on the basis of bilateral agreement between employers

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**Table 1 Salary-ladders of the RTV for the employed academicians during
the Weimar Republic (Reichsmark : monthtly)**

Status : December 31, 1929						
employment year	Berlin	Breslau	Hanover	Hamburg	Essen	Düsseldorf
1st	300	275	260	290	290	280
2nd	340	310	305	340	340	325
3rd	400	365	370	400	395	390
4th	470	420	435	470	460	460
5th	550	470	530	550	540	560
6th						
7th						
marriage allowance	10	25-40	15 (from 3th E.Y)	10	10 (from 5th E.Y. 20)	
child allowance	10			10		
employment year	Cologne	Leipzig	Wolfen	Mannheim	Frankfort	Munich
1st	300	270	330	300	330	260
2nd		310	360	350	370	335
3rd	400	385	405	400	415	370
4th		435	450	465	465	420
5th	550	520	515	530	515	470
6th						500
7th						545
marriage allowance		20	20	20	20	20
child allowance			20	10	20	10
Status : December 31, 1930						
employment year	Berlin	Breslau	Hanover	Hamburg	Essen	Düsseldorf
1st	300	275	260	290	290	280
2nd	340	310	305	340	340	325
3rd	400	375	370	400	395	390
4th	470	440	435	470	460	460
5th	550	500	530	550	540	560
6th						
7th						
marriage allowance	10	25-40	15 (from 3. E.Y)	10	10 (from 5th E.Y. 20)	
child allowance	10			10	10	
employment year	Cologne	Leipzig	Wolfen	Mannheim	Frankfort	Munich
1st	300	270	330	300	330	260
2nd		310	360	350	370	335
3rd	400	385	405	400	415	370
4th		435	450	465	465	420
5th	550	520	515	530	515	470
6th						500
7th						545
marriage allowance		20	20	20	20	20
child allowance			20	10	20	10

**Table 1 Salary-ladders of the RTV for the employed academicians during
the Weimar Republic (Reichsmark : monthtly)**

Status : July 10, 1931						
employment year	Berlin	Breslau	Hanover	Hamburg	Essen	Düsseldorf
1st	285	275	245	290	265	265
2nd	320	310	285	340	315	310
3rd	380	375	350	400	375	370
4th	445	440	410	470	440	440
5th	525	500	500	550	510	520
6th	(-5%)		(-5%)		(-5~-8%)	(-5~-7%)
7th						
marriage allowance	10	25-40	20 (from 3th E.Y)	10	10 (from 5th E.Y. 20)	10
child allowance	10			10	10	10
employment year	Cologne	Leipzig	Wolfen	Mannheim	Frankfort	Munich
1st	300 (from Jan 1932 250)	255	310	290	300	235
2nd		295	340	335	350	315
3rd	400 (/ 350)	365	380	380	395	350
4th		415	435	445	440	400
5th	550 (/ 500)	495	510	510	495	450
6th	(-10~-17%)	(-5 or -6%)	(-1~-6%)	(-3%)	(-4~-10%)	475
7th						515
marriage allowance		20	20	20	20	20
child allowance			20	10	20	10

Source : BAL, 213-002-001, 213-003, 215-005-001

and inventors for a utilization of profitable inventions, but the introduction of this regulation caused the employers of German chemical industry to consider the criterion of “adequate remuneration”. As a result, in the most of the big German chemical companies, it was stipulated in the labor contract of academicians that such remuneration had to be about 5% of net profit (Reingewinn) which the utilization of each invention by the academicians yielded.

The Budaci was liquidated in 1933. But its “heritage” in relation to the formation of the working conditions for the academicians and also to the political sphere is not to be ignored: The introduction of RTV caused not only the improvement of working-conditions of academicians serving at the chemical

companies, but also the standardization of forms of labor contracts for academicians and upper managers like Deputies (Prokuristen) or assistant directors (stellvertretende Direktoren), in such a way, that either all of the regulations of the RTV were directly used as main contents of labor contracts, or they were referred as the ground for articles in the labor contracts. The individual regulation in the favor of academicians, which were not regulated in the RTV could be only added in the form of appendix after the introduction of the RTV.³

In addition, some “shop-groups (Werksgruppen)”, which were the basic organizational unit of the Budaci at the company level, tried to influence the salary standard for those who had the employment years more than 6th successfully. For example, shop-group in the Hoechst could enhance the academician salary ladder until to the 16th employment year in 1927.⁴

In the phase of the Great Depression the RTV was declared as “generally binding (allgemeinverbindlich)”, and applied to all the academician in the German chemical industry (from the 1.10.1931). On the other hand, in the Great Depression the minimum salary amounts of the RTV were generally decreased, and it was also agreed between the Budaci and the Employer Association of German Chemical Industry (Arbeitgeberverband der chemischen Industrie Deutschlands) that the salary to be paid could be fallen below the amount agreed by the RTV in the case of the economic difficulty or the underperformance of the academician concerned. Thus also the flexibility of the collective agreement was guaranteed besides its protective functions for academicians.

During the Nazi-period the salary amount of academicians was decided officially through the negotiations between the German Trusty of Labor (Reichstreuhänder der Arbeit) and the employers. But still in 1939 the salary standard of academicians of some IG-companies (like Oppau) was oriented to the RTV, which was naturally reprimanded by Trusty of Labor.⁵ In addition, also during the WW II regulations of framework agreement of the RTV remained as actual yardstick for the basic working-conditions of academicians, and often referred as the criteria to be taken into

consideration in the case of the conflict caused by e.g. the non-competition clause or alternation of working-conditions like working time extension.

Also we should not forget to mention that the Budaci contributed to the politic discussion about the protection of the inventor's right in Weimar period, which attracted the interest of the public to this problem and prompted the politician of the later period to solve it through rational lawmaking like the German Patent Law (Patentgesetz) in 1936, the Goering-Speer-Ordinance (Göring-Speer Verordnung) in 1942, and finally the German Employee Invention Law (Arbeitnehmererfindungsgesetz) in 1957.

And the Budaci played the decisive role in the formation of the term of the German "Executive Employee (leitender Angestellter)" through overheated discussion with the Federation of the Executive Employees in Commerce and Industry (Vereinigung der leitenden Angestellte in Handel und Industrie: Vela) during the Weimar period, which led to the legal definition of the Executive Employees in the German Industry Constitution Act (Betriebsverfassungsgesetz) in 1952.⁶

With regard to the employee-representation-policy it is also worth mentioning that the Budaci tried to participate in the works-councils (Betriebsräte), which was stipulated by the German Works Council Act 1920 (Betriebsrätegesetz), and to influence also the company-level labour relations.

3. The Motivation for the acceptance of the RTV by the employer-side

It seems somewhat strange that the employers of the German chemical industry of the Weimar period accepted the collective agreement for their employed academicians or young managers relatively easily, in which very important and typical working-conditions of academicians were included. Why the employer-side made a compromise with the academician union Budaci and gave up an important part of its original decision field about personnel matters in favour of collective regulation?

Naturally the general tendency of the Weimar period could not be ignored during which the institutionalisation of the working-conditions for employees through the collective agreements and the lawmaking about social- and labour matters was considerably promoted. But I would like to point out also the importance of the necessity on the employer-side of the German chemical industry as a decisive factor for this phenomenon : the necessity of the standardization of the Human-Resource-Management for the employed academicians and managers.

It is well known that the academicians of the nature science (like chemists) and technology (like college-grade engineers) had been the most important motor for the high growth of German chemical industry in the 19th century, which they enabled to realize through their many groundbreaking inventions and excellent process innovations.⁷ Because the employers of German chemical companies owed the success of their companies very much to the “individual” talents of their academicians, who were generally considered only seldom to be gained, they had taken the best care of the personnel management of this group of employees, that is, they prepared the custom-tailored working-conditions for these highly-talented personalities to make them more and more motivated on the basis of the “individually” concluded labour contracts. The academicians in German chemical firms of those days had also been almost synonymous with the entrepreneurs who contributed side by side with their employers to the control of the whole company-organisations.

But this kind of image or legend became more and more unsustainable in the course of the expansion of German chemical companies. The personnel management in the form above mentioned could have certainly been possible in the early stage of development of German industry like in the period of the “Gründerzeit” at the end of the 19th century, when even the renowned chemical companies like BASF, Bayer and Hoechst hired only a few chemists. But until the outbreak of the WW I the manpower requirement for the academicians needed for the further expansion of such companies, mostly chemists and college-grade engineers, had surpassed over the number of several hundred (see Table 2). And a decisive factor for their hiring was

Table 2 Number of employed chemists in the German biggest chemical companies

year	BASF	Bayer	Hoechst
1863	2	1 (1864)	1
1888	66	50	57
1913	237	320	307 (1912)
1926	515	219	131
After the foundation of the I. G. Farben-Industrie			
	Plant Ludwigshafen	Plant Leverkusen	Plant Hoechst
1943	451	401	373

Source : Müller-Benedikt, V. (Edit.), *Akademische Karrieren in Preußen und Deutschland 1850-1940*, Göttingen, 2008, p.281.

no more a highly specialised knowledge which would not be able to be obtained otherwise, but a standardized and widely applicable one.⁸ In such a situation, the individual personnel management perfectly tailor-made for each academician became no more possible. Hereby the era of the standardization of the personnel management for the academicians began.

For example, Dr. Carl Duisberg, the general director of the Bayer and also himself an academician (chemist), promoted the construction of a standardized personnel management system of Bayer as he became a normal member of the director-board. In 1911 he ordered the setting-up of the Commission for the Employment of the Academicians (Akademiker-Kommission or Engagements-Kommission) through a promulgation of the Regulations over the Employment of Chemists, coloristic Engineers and other chemical-technological academicians (Bestimmungen über die Anstellung von Chemikern, Koloristen und sonstigen akademisch gebildeten, chemisch-technischen Beamten).⁹ The purpose of this regulation was “to make it possible to engage the academicians up to the uniformed and well-tried principles”. In the regulations the crucial criteria for selection of academicians to be employed were in clear form laid down according to their future operational areas like organic chemistry, analytical chemistry or pharmacy. The Commission was to be occupied by

four directors or deputies (Prokuristen), who examined the applicability of candidates from the viewpoint of expertise, which had been functioning also until the 1950s in the almost original form. Also Dr. Otto Bayer, a renowned scientist and director of the Bayer, engaged over long time with the chair of this commission. We can observe that the also a uniformed introductory training system for the young academicians shortly after the employment had established at that time, in such a form that they were firstly assigned to the “educational laboratory (Unterrichtslaboratorium)” and after a few years of practical training appointed to the laboratories for special tasks or the operational areas like production.

Besides the standardization of the manner of the employment, Dr. Duisberg had endeavoured to establish a uniformed remuneration system for his academicians, which should have not only relieved the burden of negotiations with each academician needed for the conclusion of “individual” labour contracts to a great extent, but also met the requirements of academicians appropriately so that it enhance their “joy of working (Arbeitsfreude)”.¹⁰ In his confidential letter dating from 1908 addressed at one of the directors of the Degussa (Dr. Fritz Rössler), he informed of the detailed structure of a remuneration system of his chemists with an example of chemists-contract, which he had ever arranged to construct in a standardized form. According to that, all the chemists of the Bayer began his career with an initial annual basic salary of 3,000 Mark, which increased after the 5th employment year until 4,200 Mark automatically, that is, with fixed annual increase by 300 Mark up to his labour contract. After the 5th employment year, next labour contracts would be concluded, in which his basic salary increased further only linearly according to his employment year and individual performance.¹¹

In addition, the chemists obtained the inventions royalties (Erfinderstantieme), which was contractually related to some percentages of the net gain earned by their own inventions. If they were also charged with fabric management (Betriebsführung), they further obtained fabric-bonuses (Betriebstantieme) corresponded to the amount of some percentages of the net-profit of the fabrics which they managed. Also the

chemists who did not engaged with inventions but analytical tasks got suitable bonuses due to the inner-company rule.¹²

Thus, according to Dr. Duisberg, his average chemists must have gotten an income of at least 8,000-9,000 Mark in the 10th employment year. And, if they were especially inventive, they could also gain the invention royalties of 80,000-100,000 Mark. Dr. Duisberg asserted that his normal chemist could, thanks to the salary system mentioned above which he developed, reach an income standard much better than that of the Prussian ministers, indeed without such a special position like deputy-managers (Prokuristen) and directors.¹³

From his statement we can now know at least that there already had been the automatic salary scale for the Bayer-chemists at the beginning of 20th century which regulated their salary amount until to the 5th employment year quite independently of individual performances. In addition, also in other big chemical firms like the Hoechst there had been a automatic salary scale for the academicians, whose employment year did not surpass the 17th. Such a fact is known by a document used in the negotiation held by the executive-board of the I.G.-Farben Industrie and the shop-group (Werksgruppe) of the Budaci of the Plant Hoechst in 1927.¹⁴

It is true that the inventions-royalties-contracts of such German chemical companies before the WW I were concluded on the individual basis whose manner of profit distribution was differently according to the importance of the inventions concerned and negotiation-skills of academicians, which we can verify by a number of appendix-contract recorded in the personal-file of each academicians.¹⁵ But, as the example of the Bayer and Hoechst shows, not later than the outbreak of the War, the basis salary of the academicians with certain employment years had already been standardized and almost fixed by the inner-company regulation especially in the big German chemical companies. Therefore, apart from the very amount of the salary, the introductions of the collective salary agreement for the academicians in form of the salary scale increasing until to the 5th employment year itself could not be so problematic for the employers in the German chemical industry of those days that all

of them unanimously tried to prohibit the Budaci from realizing its wish. And we must not forget the fact that the most of the employers of the German chemical companies in those days, regardless of those of family-business or manager-administrated one, had also been chemists. We can observe that their communal spirit or feeling of solidarity as chemists have often surpassed the inner-company hierarchical mindset. In other words, the managers of earlier German chemical companies had identified themselves rather with their scientific discipline than their hierarchical and functional positions in companies. Such a solidarity spirit of German chemist-managers could be seen also in form of appeal for a voluntary donation for the jobless chemists: The direction-board of I.G. Farbenindustrie took the initiative in collection of such a contribution (I.G.-Chemikerhilfe) in 1934 and helped the 231 of them to find a job again through the total contribution amounting 650,000 RM.¹⁶

In the same letter mentioned above, Dr. Duisberg emphasized that he himself as a chemist and the president of the Federation of German Chemists (Verein deutscher Chemiker: VDCh) would do his best to improve the social position of German chemist. The eager engagement of Dr. Duisberg in improvement of pecuniary and social situation of his and all the German chemists as we saw above could imply that the existence of the collective agreement for the academicians did not absolutely collide with the interests of the employers of German chemical companies, so long as it aimed at the improvement of the general condition of their chemists. The Budaci and employers of the German chemical industry had shared a purpose to improve the situation of employed academicians, which could be understood as the most great motor for a realisation of the RTV besides the already to a great extent proceeded standardization of inner-company working-conditions for academicians. But it must not be forgotten to be mentioned that the employers in generally did not like to be interfered by the academician-union in the inner-company matters, so that the influence of the Budaci had been limited to the matters of industrial level during the interwar-period, except for a very few successful case like that of the Budaci-shop-

group of the Hoechst in 1927 who could influence the inner-company salary regulation for academicians. For example, the effort of the Budaci to make legitimate the inner-company “Salary-Confidants (Gehaltsvertrauensleute)” who should be commissioned as members of the Budaci-shop-group to inform the academicians of the average salary standard of academicians and managers of their own companies, was harshly rejected by the employers association who insisted on the secrecy obligation about the salary amount impeded on each academician contractually and did not shrink also from a lawsuit in the case that the Budaci would further endeavour to introduce the Salary-Confidants.¹⁸

4. Reconstruction of the RTV after the WW II

(1) Reestablishment of academician unions : The VAA and the Budaci

Shortly after the War, despite of the grave material and personnel damage caused by the war, the academicians of the German chemical companies began to reconstruct their inner company interest representation and their own trade-union Budaci. As early as in October 1946 the academicians of Chemiewerke Hüls hold a shop-assembly of academicians and decided to re-establish the Budaci after the model of the I.G.-companies Leverkusen, Uerdingen, Elberfeld and Dormagen where the shop-level academician-representations already had casted a vote for the reestablishment of the Budaci in the British occupation zone on condition that it initially participated in the membership of Industry Union of German Chemical-Paper-Ceramic Industry (Industrieverbund Chemie-Papier-Keramik or IG-CPK), while many academicians in those days were not yet confident in their own independent interest representation because of the shortage of financial and personnel resources. Thus the Budaci restarted as the “Federation of the employed academicians in the Industry Union Chemical-Paper-Ceramic (Bund angestellter Akademiker innerhalb des Industrieverbands Chemie-Papier-Cheramik) in the British occupation zone. But this decision was not welcomed by the majority of the academicians because they recognized soon that the

industry-union, whose majority membership consisted of blue-collar-workers and non-managerial white-collars, could not rightly represent the “peculiar interests (Sonderinteressen)” of academicians.

As the academicians’s distrust of industry-union intensified in general strike in November 1948 ordered by IG-CPK, the most important members of Budaci, who were mainly serving at the I.G.-Companies and their subsidiary companies in the Lower-Rhine, Rhineland, Westphalia, left it and established a independent academician union the “Union of the employed academicians and the executive employees in the German Chemical Industry (Verband angestellter Akademiker und leitender Angestellter der chemischen Industrie : in the following text referred only as “VAA”)

After this accident there were two academician unions in the German chemical industry, that is, the VAA and the Budaci. The former tended to pursue the special interests of the employed academicians and managers and joined the Entire-German-Manager-Union (Union der Leitenden Angestellten : ULA) in 1950 just like the academician unions re-established in other industries. The latter, though it could retain only a minority group of academicians in relation to the VAA, persisted in the solidarity with industry-unions and other employee groups.

In January 1949 British military government officially recognized the VAA and the Budaci as the trade-unions in the German chemical industry. Thus the both academician unions became the social-partner (as was regulated in the German Collective Agreement Act of 1949 : *Tarifvertragsgesetz 1949*) again who could conclude collective agreements for the academicians with the employer’s associations. The most of the member of the VAA at that time came from the later Bayer-companies, that is, I.G.-companies Leverkusen, Uerdingen, Dormagen and Elberfeld, followed by other I.G. related or subsidiary companies like the Chemiewerke Hüls, the Troisdorf, and other chemical companies like the Ruhrchemie-Holteln, the Henkel-Düsseldorf, the Stockhausen-Krefeld and the Gelsenberg. Also other zones, that is, the American occupation zone and the French occupation zone the academician unions

restarted its activities which later united with the VAA. The VAA organized 753 of all the 1,102 academicians who served at the companies mentioned above at the time of establishment, that is, its degree of organisation accounted for 68%.¹⁹

Before the restarting of the collective-bargaining with employer's association the shop-groups of the VAA and the Budaci of the later Bayer companies engaged very intensively with the rehiring of the academicians who had been fired shortly after the WW II on the ground of their "unsatisfactory performance" or "bad behaviour" quite successfully.²⁰ They succeed gradually also in the enlargement of their influence on the company-level personnel policy through giving the executive-board the approbations whether to fire the "problematic academicians", naturally supported by the special conditions generated shortly after the political collapse of the Nazi-regime, under which the I.G.-employers still needed the support of employee's interest representations to legitimate their decisions about delicate personnel matter like dismissal.

(2) Start of the collective bargaining

Until the beginning of the 1950s the essential institutional conditions for the collective bargaining in the German chemical industry were prepared: In 1948 the currency reform for the 3 occupation zones or the later Federal Republic (in following texts only "Germany") was carried out successfully and a basis for a monetary order of a later independent German state (established in May 1949) based on the liberal economy was re-established. And, as mentioned above, the VAA and the Budaci were acknowledged as social partners just like during the Weimar period. On the other hand, the unbundling of the I.G. Farbenindustrie, who had been the biggest employer of the employed academicians in German chemical industry, was to be carried out very soon as scheduled (in 1952). Now there was no political barrier to the start of the first collective bargaining for the RTV after the war. Thus the VAA and the Budaci, despite of the difference of standpoint of union-politics, requested hand in hand the employer's association, the Federation of Employer's Associations of the German Chemical Industry (Arbeitsring der Arbeitgeberverbände der Deutschen

Chemischen Industrie : in the following texts referred only as “Arbeitsring”) to negotiate with them about the conclusion of new collective agreement for the employed academicians in the German chemical industry in 1950.

In the following, I would like to analyze the process of the collective bargaining held in the federal state of North Rhine-Westphalia (Nordrhein Westfalen : in the following referred as “NRW”) to understand the importance and the meaning of the reconstruction of collective agreement system of German employed academicians in the post-war economic and corporate system of the Germany exactly.

From 1950 the academician-unions (the VAA and the Budaci) of each federal state began the negotiation concerned with the each federal state organisation of Arbeitsring. Also the academicians-unions in the NRW (except for the Bochum, and East-Westphalia-Lippe, Bielefeld), most of whose members were serving at the re-established Bayer companies (especially headquarters Bayer-Leverkusen-Werk), informed the Arbeitsring of their wish to conclude a collective-agreement for the academicians as early as in December 1949. They hoped at that time very eagerly that the salary agreement (Gehaltstarifvertrag) should be concluded even ahead of the framework-agreement (Manteltarifvertrag : MTV).

We can imagine the reason for that very easily that they emergently needed the guaranteed income standard for the improvement of their absolute living-condition after the war. But they needed it also with regard to the relative income situation : Not only because of the income-policy of German chemical companies after the war, who tried to overcome a difficult business situation in the second half of 1940s partly through the strict wage-control especially to the disadvantage of their traditionally well-earned academicians and managers, but also because of the application of the vigorous progressive taxation of the federal government, the development of the income situation of the academicians until the beginning of the 1950s had been considerably inferior to that of the other employee-groups in German chemical industry (see the Tables 3-A and 3-B). In addition, in term of the net-income, the income standard of the most of the academicians in 1951 was worse than that of pre-

**Table 3-A Comparison of average rate of net-income increase in the Bayer Leverkusen
(comparison May 1951/May 1938)**

40 year of age		
	single	married
Chemists	9.8%	2.6%
Correspondence Clerks	23.4%	17.3%
Professional-School Engineers (FH-Ing.)	64.2%	54.8%
Masters (Meister)	53.2%	45.2%
45 year of age		
	single	married
Chemists	4.7%	–2.9%
Correspondence Clerks	30.3%	24.4%
Professional-School Engineers (FH-Ing.)	50.3%	41.7%
Masters (Meister)	48.4%	40.7%
50 year of age		
	single	married
Chemists	–5.2%	–12.4%
Correspondence Clerks	20.2%	14.3%
Professional-School Engineers (FH-Ing.)	36.8%	30.3%
Masters (Meister)	41.4%	34.4%
60 year of age		
	single	married
Chemists	–9.2%	–16.3%
Correspondence Clerks	20.7%	15.4%
Professional-School Engineers (FH-Ing.)	17.4%	12.1%
Masters (Meister)	47.5%	39.8%

war period.

The absolute “discrimination” of income-development itself was naturally unbearable for them. But this situation meant on the other hand the gradual “levelling or nearing (Nivellierung)” of the income-standard between the academicians and non-academicians, which would in the long run damage so essentially the “pride of the social rank (Standesbewußtsein)” and the privilege of the German academicians as

Table 3-B Comparison of average rate of gross-income increase in the Bayer Leverkusen (comparison May 1951/May 1938)

40 year of age		
	single	married
Chemists	35.9%	35.9%
Correspondence Clerks	26.8%	26.4%
Professional-School Engineers (FH-Ing.)	79.1%	77.6%
Masters (Meister)	59.5%	58.3%
45 year of age		
	single	married
Chemists	30.5%	30.5%
Correspondence Clerks	40.4%	39.8%
Professional-School Engineers (FH-Ing.)	66.0%	65.0%
Masters (Meister)	56.0%	55.2%
50 year of age		
	single	married
Chemists	20.8%	20.8%
Correspondence Clerks	28.6%	27.9%
Professional-School Engineers (FH-Ing.)	52.1%	51.4%
Masters (Meister)	49.3%	48.4%
60 year of age		
	single	married
Chemists	18.4%	18.4%
Correspondence Clerks	31.9%	31.5%
Professional-School Engineers (FH-Ing.)	32.0%	31.7%
Masters (Meister)	60.6%	59.7%

Source : BAL, 213-002-001, 213-003

educational elites, that they absolutely must fight against such a situation by all available means.

According to the eager request of the academician-unions of NRW in 1950, the Arbeitsring chose the negotiation-committee of employers, whose chairman was Dr. Fritz Jacobi, a director of the Bayer-group responsible for the personnel and social

matters. On the academician-side, Dr. Max Schellmann, the president of the VAA and a deputy-manager (in 1957 promoted to a director) as chief of personnel-social department of the Chemiewerke Hüls (Marl), and Dr. Deichsel, the president of the Budaci and a chemist of the Bayer-Elberfeld participated in the negotiation-committee. Also the German White-collar Union (Deutsche Angestellten-Gewerkschaft : DAG) hoped to join a bargaining. But because of a suspicion that the DAG organized almost no academicians in it, the Budaci rejected its participation. So the DAG had to be content with its representation through the mandate of the VAA in this matter, though the DAG insisted in vain that it organized about 20% of employed academicians of chemical industry.²¹

The Arbeitsring accepted the proposal of the VAA and Budaci to negotiate only about the salary agreement at first and to postpone the negotiation of the framework-agreement or the MTV. Such a postponement was convenient also for the employer-side, while the new MTV should cover such delicate themes like reconsideration of much better regulations about invention-royalties and the length of vacations than those of the MTV of 1920, or the enlargement of applicability of the collective agreement also to the employed doctor (Mediziner), for which a longer negotiation-duration would have been needed. The originally agreed period of postponement between the social-partners above mentioned was 5 or 6 weeks, but the first MTV after the war was concluded firstly in 1959 because of the long-winded discussion about the difficult matters and the basic attitude of the employer-side who would like to “deregulate” the MTV in favor of liberal economic system at least in the matter of the academicians or managers.

In ahead of the taking up of salary-bargaining, some important controversial subjects were already acknowledged by the both parties : The academician-unions wanted to achieve so high salary standard as possible that they could improve the living-condition of their colleagues substantially and fulfill the accumulated catching-up demand of academician-salaries during the latter half of the 1940s. On the contrary, the employers of the chemical companies in NRW, the most of which

belonged to the successor-companies of the Lower-Rhine-group of the unbundled I.G.-Farbenindustrie, found it necessary to prevent their newly starting fragile companies from fatal cost-explosion caused by the enormous increase of total salary amount of their academicians. In addition, the Budaci, now a member of German industry-unions who those days wanted to regulate as wide-ranging working-condition of all the German employees as possible by the collective agreements, tried to extend the salary-ladders applied in the interwar period only to the young academicians whose employment-year did not surpass that of 5, also to the academicians with more than 5th employment year, which the Arbeitsring found acceptable only over its dead body with regard to the allegedly individual character of the working-conditions of academicians and naturally on the behalf of the prosperity of a free economic order of the post-war Germany.

Finally the academician-unions longed for a reintroduction of the so-called social-allowance (Sozialzulage: marriage-allowance for wife and child-allowance for each child) paid separately from basic salary which had been guaranteed by the RTV in some sections of the pre-war Reich. But the Arbeitsring of NRW wanted to “incorporate” such an allowance in the basic salary and to simplify the salary-components of the academicians.

The first negotiation about the new salary-agreement for NRW was held at the Bayer-Headquarters in Leverkusen on the 29. 11. 1950. Firstly the Arbeitsring put forward the proposal that the collective monthly salary-ladders should be as follows: for the first employment year 375 DM (Deutsche Mark), for the second 425 DM, for the third 475 DM, for the 4th 550 DM and for the 5th 625 DM. It forgot not to add that “this proposal was final and could not be a basis for negotiation”.²²

Subsequently the academicians-unions insisted that at least 750 DM must be guaranteed for the academicians with 5th employment year and an annual salary-increase by at least 100 DM must be achieved for the academician of each employment year. So their counter-proposal would be as such: For 1st 350 DM, for 2nd 450 DM, for 3rd 550 DM, for 4th 650 DM and for 5th 750 DM.

The original supposals of both sides found no accordance. So the academicians-unions made another supposal. According to them, they would admit the incorporation of social-allowance into the basic salary-ladder in accordance with the request of the Arbeitsring. In such a case the salary-ladders must be as follows : For 1st 400 DM, for 2nd 500 DM, for 3rd 600 DM, for 4th 675 DM and for 5th 750 DM.

The counter-proposal of the Arbeitsring in such a case was : For 1st 400 DM, for 2nd 450 DM, for 3rd 500 DM, for 4th 575 DM and for 5th 650 DM.

After the difficult negotiation over 3 hours the both parties could not find a compromise. Dr. Jacobi declared after that that the negotiation had reached an impasse.²³

The next salary-bargaining was held on the 8. February 1951. On the beginning the academicians-unions put a proposal like : For 1st 400 DM, for 2nd 450 DM, for 3rd 550 DM, for 4th 650 DM and for 5th 730 DM.

Though this proposal was more ambitious than the former, they justified it in referring to the Brüning's Emergency-Decree (Notverordnung) of 1931 in which the salary amount of academicians with 5 employment year in Düsseldorf was regulated as an amount corresponding to that of their proposal. The Arbeitsring rejected this statement because it assumed that the regulated salary amount for academicians should be oriented to that of 1938 which corresponded to the salary-standard the Arbeitsring in the former session proposed, that is, for 1st 375 DM, for 2nd 425 DM, for 3rd 475 DM, for 4th 550 DM and for 5th 625 DM with effect from the 1st October 1950 retrospectively.

On the contrary the employer-side agreed with the grant of the social allowance paid separately from basic salary (this revision of opinion was only based on the complaint raised by one of the employers that the abolishment of existing social-allowance would cause an unnecessary problem in each company). But employer-side insisted that the concrete amounts of the social-allowance had to be oriented to those practiced by each company.

In the result, the academicians-unions make a compromise with the employer-

side only heavy-hearted and accepted the proposal of counterparty, on the ground that the highest priority had to be given to the reestablishment of the collective salary agreement for academicians in NRW which had long been absent since the year 1933. As the return-service to the early compromise, the Arbeitsring increased the agreement-salary for the academicians with the 5th employment year by 25 DM to 650 DM.

This NRW-agreement was the first collective salary agreement for the academicians in the post-war period. So it had to be the yardstick for the collective agreement of other federal states. But the result of the collective-bargaining above mentioned could not remain without percussion because of the dissatisfaction on the side of academicians serving at chemical companies in NRW. They felt that they were deceived by the Arbeitsring, because the all the salary-agreements which had been concluded in the following collective bargaining of other federal states were better than the NRW-agreement (see the Table 4). And they knew in the ground of their own individual experience that the employers of chemical industry in NRW were generally enough able to afford a higher collective salary-ladder.

Not only the academicians, but also some employers doubted whether the minimum salary standard regulated by the NRW-agreement was rational or not. For example, on the 13th February, shortly after the conclusion of NRW-agreement, the director of department for engineer-administration (Abteilung Ingenieure-Verwaltung) of the Bayer-group recommended Dr. Jacobi to take the fact into consideration that the minimum salary amount for academicians regulated by the salary-guideline of Bayer-companies ("Bayer-Richtlinie") surpass well enough the amount regulated by NRW-agreement. And he emphasized also the fact that also the salary standard of Bayer-Richtlinie could not be high enough to keep the young and good college-grade engineers in the Bayer.²⁴

A first tangible criticizing reaction of academicians against the collective-bargaining-policy of the Arbeitsring NRW arose on 29th March 1951, as the federal-assembly of the VAA, the majority of the academician-unions, unanimously decided

Table 4 The first post-war academician-salary-collective-agreement of the German chemical industry in 1951 (Deutsche Mark : monthtly)

	valid from July 1951	valid from October 1951	valid from July 1951
employment year	Bavaria	North Rhine-Westphalia	Hessen
1st	360	375	420
2nd	425	425	490
3rd	480	475	560
4th	580	550	630
5th	680	650	700
marriage allowance	20	no	20
child allowance	10 (under 16)	no	20
	valid from March 1951	valid from May 1951	valid from June 1951
employment year	Berlin	Bochum, East-Westfalia	Rhineland-Palatinate
1st	400	400	410
2nd	460	450	460
3rd	530	500	540
4th	590	580	620
5th	680	680	700
marriage allowance	no	no	no
child allowance	no	no	no
	valid from November 1951		
employment year	Lower Saxony		
1 st	420		
2 nd	470		
3 rd	525		
4 th	610		
5 th	680		
marriage allowance	From the 3th e. y. 20		
child allowance	no		

a “resolution (Resolution)” in which the VAA asserted that the financial situation of his member serving on the basis of “individual-contract”, i.e. the academician, became unsustainable because of the proceeding inflation after the war, and consequently the VAA longed for the Arbeitsring to adjust immediately the earning of the academicians to the increased cost of living according to the article 18 of the RTV 1920 obligating the employer-side to adjust the salary-amount of academicians correspondingly to the price-index (Anpassungsklausel).²⁵

Confronting with such an embarrassing resolution of majority academician-union which actually longed for the Arbeitsring an improvement of the NRW-agreement indirectly, Dr. Jacobi invited the delegates of the Arbeitsring and the VAA to Leverkusen in a hurry and held an unofficial session on the 19th April 1951. After the discussion Dr. Jacobi “recommended” the delegates of the Arbeitsring to increase the salary of the academician exempted from the collective regulations (ausser tariflicher Akademiker) and to preserve salary-amounts of these employees in such a standard reflecting a true relation to other employee-groups, naturally without any obligation. But in the matter of collective agreement for the academician, NRW-agreement, Dr. Jacobi showed no sympathy and only expressed his standpoint that the “individual character” of the academician-salary should be respected, instead of enlargement of collective way of thinking, and added that the application of the Anpassungsklausel of the RTV should only be practiced on the company level and not industry-level.²⁶

Such a harsh manner of personnel-policy of the Arbeitsring emphasizing the “individual-character” of working-conditions of academicians too extremely could naturally not be the final solution of this matter: The next attack came from the Budaci, the minority academician-union but allied with the immense industry-union IG CPK, on the same day as the session above was held. The Budaci asked the Arbeitsring NRW to held a collective bargaining on the 10th May 1951 again where not only the revision of the last NRW-agreement, but also the introduction of the salary-ladders for the academician with more than 6th employment year should be held in consideration of general “impoverishment (Verarmung)” of academicians, which

would lead soon to the deterioration of intellectual manpower despite of unusual economic boom of chemical industry.²⁷

The proposal of the Budaci made Dr. Jacobi apparently so upset, that he disclosed unintentionally the company-secret to Dr. Deichsel, the president of the Budaci, in replying him in the letter of the 23th April that the salary for his academicians with more than 6th employment year was always regulated by Bayer-internal common rule, i.e., the “Hausrichtlinie” above mentioned. Dr. Deichsel did not miss this serious “enemy-error”. He criticized in his response to Dr. Jacobi dating from the 5th May that the “individual character” of the academician-salary emphasized by Dr. Jacobi before had already “antiquated (antiquiert)” for a long time in the big chemical companies like I.G- successor Bayer-group because of the application of the common inner-company-agreement (Haustarif) and pointed out that such a individual contract imaged by Dr. Jacobi was only applied in those days to a relatively limited number of higher ranged white-collars called “prominent (Prominente)” who concluded a kind of individual contracts with the employers either because of their extraordinary performance or only because of their long employment years, which Dr Jacobi exactly admitted to Dr. Deichsel in his last letter by himself.²⁸

Obviously Dr. Deichsel recognized the existence of such an de facto inner-company “collective-agreement” for the academician-salary and considerably standardized working-condition in the German chemical company for a long time, because he himself had been serving at the Bayer-Elberfeld. But he could not refer to this fact and use it as a wonder-weapon for the bargaining of the better NRW-agreement until that time only because the (standardized) academician-contract had forbidden all the academicians to talk about their own salary and search for any comparable information of other colleagues (Geheimhaltungspflicht über die Gehaltshöhe gegenüber den Dritten). But now that even the director Dr. Jacobi talked about the existence of the academician-Haustarif or Richtlinie of their own company to one of his academicians Dr. Deichsel, there was no barrier for Dr. Deichsel to hold a collective-bargaining for new and better NRW-agreement on the assumption that the collective salary-ladders

could be negotiated within the capacity of salary-range of the inner-company-agreement of Bayer-group: The most of the academicians to whom the NRW-agreement should be applied anyway served at the companies of the Bayer-group. So the NRW-agreement in those days could be realized as the collective minimum salary of Bayer-academicians. Also the Arbeitsring NRW negotiated from such a standpoint.

The salary-standard of the academicians in another big chemical company in NRW, i.e. Chemiewerke Hüls (CWH), were perhaps better than that of the Bayer-group because of the special relationship between its direction-board and the VAA-shop-group who organized over 90% of the academicians, or individual relationship between Dr. Paul Baumann, the chairman of the CWH and Dr. Max Schellmann, the president of VAA and the deputy-manager of the same firm responsible for the personnel and social matters.²⁹

In May 1951 Dr. Jacobi finally understood that the forthcoming collective bargaining with the combat-ready academician-unions became inevitable and began preparing for it. In May he ordered the personnel department of the Bayer-group to collect all kind of information about the academician salary not only of his own company and of other chemical companies in NRW, but also that of other industries in the federal republic thoroughly and very vigorously. Thus he tried to search for the optimal minimum salary standard to be regulated by the future NRW-agreement. In addition, he wanted to know apparently whether he could justify his axiom of individual-character of working-conditions of the academicians and construct the future personnel-management of the Bayer on the basis of this principle.

Thanks to the great endeavour of Dr. Jacobi we can now know the exact structure of the academician salary and the average amount of the manager-salary of the Bayer and also of other German industries in those days. The “Hausrichtlinie” or “Bayer-Haustarif” of the academician-salary could be shaped as a linear-function or the most typical salary-curve which depicted the minimum annual salary amount of the chemists and college-graded engineers (without deputy managers and directors) on the basis of the perfect seniority-rule until to the 22th employment year, whose

Graphic 1 The Hausrichtlinie and the effective annual salary of the chemists in the Bayer-headquarter Leverkusen in 1951 (Deutsche Mark)



Source : BAL 215-005-001, 213-002-001

highest amount had been 15,000 DM (see the graphic 1). In comparison with the average salaries effectively paid, we can know that this salary-curve actually functioned as minimum-salary, and the annual salaries with the additional annual bonus (Sondervergütung) effectively paid to the academicians were much higher than those regulated by “Hausrichtlinie”. On the contrary, the effective salaries without the annual salary could not surpass the threshold of 15,000 DM. The cleavage between the effective salaries without bonus and those with bonus became continually greater according to the length of the employment-year. From this fact we could understand that in the 1950s there had already been perfectly standardized salary-structure applied to the employed academicians except for the higher managers in the Bayer, and there had been almost no chance for the young ambitious academicians, who wanted to be acknowledged by their employer individually and to be granted especially better salaries than those of other colleagues, to realize their wish, which Dr. Deichsel already had pointed out exactly.

Some would insist that the amount of the annual bonus must reflect the

“individual character” of academician-salaries. But this kind of direct acknowledgement of individual performance by employers through bonus could be verified only in limited cases. The effective salary-amount curve with annual bonus shows an average bonus-standard depending strongly on the employment year. And a payroll (Gehaltsbuch) for the academicians including the deputies of Bayer-companies in 1923, 1924, 1925 shows that the amount of the annual bonus paid to the academician were almost fixed accordingly to the hierarchical positions and employment years of the academicians, which means that also the “individual character” of bonus had been de facto lost as early as in the 1920s, though the payroll in the 1902 showed that at least the deputies still got in those days some percentage of the company-profits as “variable” annual bonuses like the member of direction board.³⁰

This fact is no wonder, while the form of the labour contracts of the academicians, deputy-managers and directors were perfectly standardized in the 1920s and the amount of the annual bonuses were contractually “fixed” in ahead of beginning of services. A negative deviation from this fixed amount happened only in the case of too bad performance complained by the direct superiors of academicians concerned, which had been seldom practised. And only to a very few “top-performer” who usually engaged with a very difficult but profitable project successfully, a extraordinary additional bonus was granted besides the contractually fixed bonus on the basis of the acknowledgement of executive-board, and not every year.³¹

The result of the detailed research by Dr. Jacobi also showed that the standard of the basis salaries and of the annual bonuses of the hierarchical higher managers like fabric-managers or deputy-managers were also commonly regulated according to the position and employment-year almost independently of their individual performances in the 1950s (see the Table 5). The salary amount of deputy-managers, after the directors (top-function of the business divisions), the managers at the second highest corporate hierarchy beneath the executive-board in those days, were naturally higher than those of the other academicians, but in 1951 the “ordinary” academicians could achieve an annual salary of at least 15,000 DM even without the bonuses, if they

Table 5 Average salary amount of the managers of big German chemical companies according to function or hierarchy in May 1951 (Deutsche Mark)

functions	basic salary (monthly)	annual bonus	inventions-royalties
Chemist-deputy-managers (Chemische Prokuristen)	1,250	until 10,000	no
Managers of main fabrics (Hauptbetriebsleiter)	1,150-1,485	6,000-7,000	no
Deputies with limited subscription right (HBV)	1,045-1,400	unspecified	no
Laboratory-managers (Forschungslaborleiter)	935-1,265	unspecified	yes (included in bonus)
Managers of average fabrics (Betriebsleiter)	900-1,100	6,000–7,000	no
Clerical department chiefs (kfm. Abteilungsleiter)	750-1,200	unspecified	no
Scientific Chemists (Wissenschaftlich arbeitende Chemiker)	790-1,100	2,000-3,000	yes (included in bonus)

Source : BAL 215-005-001, 213-002-001

served at the Bayer-companies at least 22 years, which correspond to the amount of basic-salary of the deputy-managers (see the Table 5 : 12 times 1,250 DM makes 15,000 DM). And the academicians in the laboratories got the inventions-royalties paid with annual bonuses (that is, the inventions-royalties occupied only a small part of the bonuses, which became higher according to the employment year), on which the deputies may have no claims contractually.³² All the facts mentioned above showed that the academician-salaries were not only considerably standardized with regard to the structure, but also quantitatively “levelled” across over all the corporate-hierarchies.

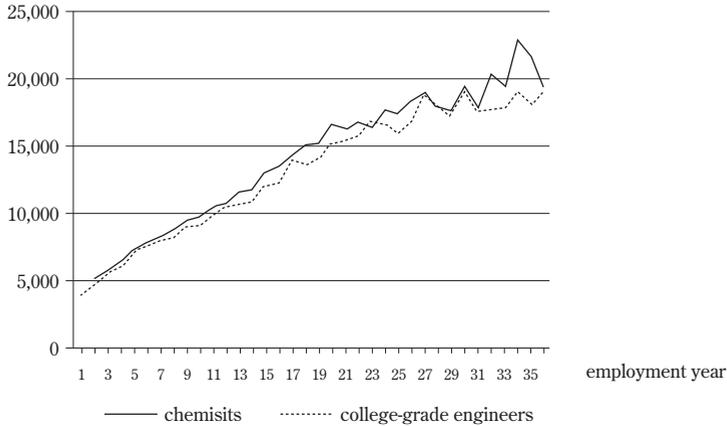
The confidential research about other German industries could be no help for the “individual character” thesis of Dr. Jacobi : The employers of other German key industries only informed him of the fact that also the academician-salaries in other industrial branches had lost their individual character to a great extent. In addition, Dr. Jacobi had to accept the uncomfortable fact that the average salary-standard and

other component of the working-conditions (like free cars and free dwelling) of the academicians serving at the German chemical industry was relatively worse than those of the academicians and managers in other key industries, which had to be improved in the viewpoint of keeping the excellent academicians in chemical industry for a long time.³³

It would be the question to be answered, when such a “Haustarif” or “Hausrichtlinie” in the German chemical companies was formed. The comment of Dr. Duisberg mentioned above suggests an existence of salary-curve system for the academicians of the Bayer also in the beginning of the 20th century. For the I.G.-Farben period, especially in the 1940s, we can easily verify the existence of the equivalent of such a salary-curve in the Bayer companies (see the Graphic 2). Also the Hoechst companies certainly had the salary-curve for the academicians with until the 17th employment year in the late 1920s, which showed some documents about an inner-company negotiation between I.G.-Farben executive board of the Maingau-companies and the Budaci-shop-group of the Hoechst Central-Plant, Stammwerk (see the Graphic 3). Taking into account the fact that the working-conditions for the academicians of all the I.G.-Farben companies needed to be by and large harmonized during the interwar period, we could conclude that such a salary-system was established in the wide-ranging German chemical companies not later than in the 1930s.

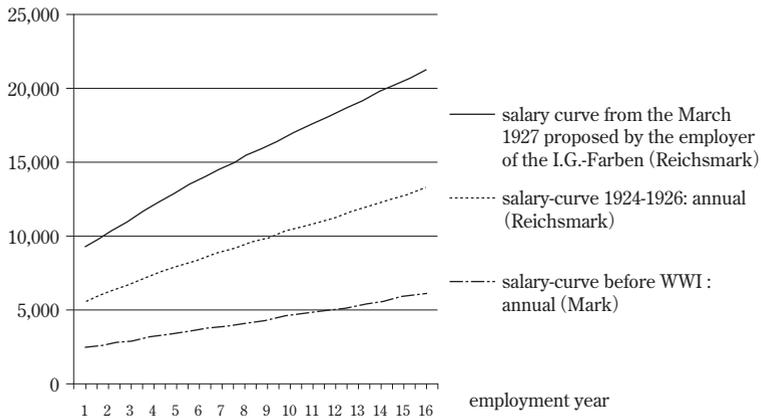
Anyway the Arbeitsring had to carry on the collective-bargaining with academician-unions after May 1951 on the condition that the academician-side acknowledged unequivocally the existence of the “Haustarif” or standardized working-condition for all the academicians. At that time also Dr. Jacobi did not seem to be against the further improvement of NRW-agreement, because he admitted in the letter addressed at a member of the executive-board of one other chemical company dating from the 8th May that the average standard of academician salaries of his company had increased only by 25% during the period of 1938 and 1951, while that of the blue-collar-worker had increased by 85% and that of non-academician-white-collar

Graphic 2 Annual salary curve of the academicians of the Lower-Rhine-Group of the I.G.-Farben Industrie (including the Bayer-companies) in 1943 : Reichsmark



Source : BAL 213-002-001

Graphic 3 Annual salary curve of the academicians of the Maingau-companies (including the Hoechst) of the I.G.-Farben Industrie in the pre-war-period and the 1920s



Source : BAL 215-005-001

by 65% during the same period. The problem was only “then, how much”.³⁴

Now there was an advantage for the academician-side, because they knew that the employer-side could never use the logic of “individual character” of academician-salaries, so long they were based on the “inner-company collective agreement (Haustarif)”. The mission of the academician-unions was that they should achieve the collective salary-ladders whose standard corresponded or surpassed that of the Bayer-Haustarif. But academician-unions had to recognize the decisive disadvantage compared to the employer-side: They could or might not know the exact amount of the academician salaries regulated by the Bayer-Haustarif, because the academicians was contractually prohibited from talking about their salaries and asking any colleague for his amount of salaries. On the contrary, the employers had such a information at their disposal.

Because of this typical form of the “information-asymmetry”, it was only difficult for the academician-unions to show the Arbeitsring a rational standard of salary-ladders to be regulated by the next NRW-agreement. The vigorous endeavour of the employer-side, who had prohibited the academician-unions from establishing the institutionalized inner-company salary-confidants (Gehaltsvertrauensleute) during the interwar period, now proved to be a fatal disadvantage for the academician-representatives.

To overcome the problem of the information-asymmetry, the academicians used their own chemists-network, through which they could know the salary-situation of other regions or even other companies. As early as on the 26th May, Dr. Deichsel of the Budaci written to Dr. Jacobi informing that the general salary standard of the academicians serving at the chemical companies in federal state Hessen, that is, the Hoechst-companies, would be increased by 15% very soon (see the Table 6). Firstly after 3 days Dr. Jacobi, being seemingly upset, could verify this information through his colleague in the Hoechst. The academician-unions could now know through their chemists-network that the academician-salary in the Hoechst-companies was better than that of the Bayer-companies (see the Table 7). So they finally understand

Table 6 Salary increase for the academicians in the Hoechst from April 1951

salary group of academicians (monthly : Deutsche Mark)	increase rate
until 600	15%
until 750	14.50%
until 900	14%
until 1,050	13.50%
until 1,200	13%
until 1,350	12.50%
until 1,500	12%
until 1,600	11%
over 1,600	8.50%

Source : BAL 215-005-001

**Table 7 Comparison of academician salary for first five employment years between
the Bayer and the Hoechst in January 1951 (Deutsche Mark : monthly)**

Chemists				
Bayer (Leverkusen)		Hoechst		Difference
employment year	salary	employment year	salary	
1	470	1	500-516	6.30%
2	500	2	516-616	3.20%
3	520	3	516-650	−0.30%
4	580	4	616-680	6.20%
5	610	5	635-680	4.10%
College-trained-Engineers				
Bayer (Leverkusen)		Hoechst		Difference
employment year	salary	employment year	salary	
1	460	1	450	−2.20%
2	495	2	616	24%
3	570	3	657	15%
4	585	4	unspecified	
5	610	5	unspecified	

Source : BAL 215-005-001

that they should use the Hessen-agreement of academician-salaries as a decisive yardstick or the wonder-weapon of the collective-bargaining about the NRW-agreement soon coming.

On the 31th May the academician-unions cancelled the NRW-agreement concluded on the 8th February 1951, of which the Arbeitsring NRW and Dr. Jacobi took note soon. The employer-side was agree with the necessity of the improvement of NRW-agreement, but on the other hand, the enlargement of the applicability of its salary-ladders also to the academicians with more than 6th employment year insisted by the Budaci had to be categorically rejected, for the further progress of the collective way of thinking on the inner-company level had to be stopped. On the basis of such a concept, Dr. Jacobi began the simulation in the case of an increase of the minimum salary-ladders regulated by the NRW-agreement.

In a nutshell, the result was that the imaginable proposal of academician- unions could be fulfilled taking the standard of the academician-salaries effectively paid in those days into account. Also in the case of the introduction of the minimum-salary-ladders for the academicians with more over 6th employment-year could be no problem, so long the regulation did not go further than that for the 20th employment year.

On the 1st July 1951 the Hessen-salary-agreement for the academician until to the 5th employment year was concluded. According to that, the minimum salary had to be for the 1st employment year 420 DM, for 2nd 490 DM, for 3rd 560 DM, for 4th 630 DM and for 5th 700 DM, which came into effect from the 1st July 1951. These salary-ladders were better than that of NRW by about 8-17%. And Hessen-agreement guaranteed the social-allowance of 20 DM for a wife and each child, which was not clearly regulated in the NRW-agreement. Just as already mentioned, the component of this agreement, which was the best among those existing in the federal republic in 1951, became the yardstick of should-be new NRW-agreement.³⁵

The first session about the new NRW-agreement was finally held on the 19th September 1951 because of the absence of many delegates of both parties during the

summer vacation period. In this meeting the academician-unions informed the Arbeitsring of their proposal, which had perfectly the same component as that of the last Hessen-agreement. At that time no further negotiation was made. But, strangely enough, the employer-side gave no counterproposal to the academician-side after that. Finally the VAA wrote to the Arbeitsring in the letter of the 28th January 1952 asking it for the resumption of the collective-bargaining. Regrettably the written records of the employer-side informing us of the content of the discussion concerned could not be found. Only one document tells us that Dr. Jacobi wanted to reserve the answer to the academician-unions until the collective-bargaining with the DGB would be ended.³⁶

Firstly on the 29th February 1952 Dr. Ulrich Haberland, the president of the Bayer-group, permitted Dr. Jacobi to conclude the new NRW-agreement with the academician-unions whose content was the same as that originally proposed by them, that is, the Hessen-agreement of the July 1951 could be applied also to the federal state NRW. The acceptance of this agreement was approved also by other employers of the NRW in March 1952.

But, again very strangely, the collective-bargaining concerned resumed firstly on the 29th August 1952, though the approval of the employer-side was already met before more than a half year. So it was no wonder that the academician-unions reproached severe the Arbeitsring with its intentional stall-tactic in the negotiation. As a result, naturally without any further discussion, the new NRW-salary-agreement was concluded with the retrospect from the 1st April 1952.³⁷

It is difficult to say whether the result of this collective-bargaining held during the reconstruction-period of 1950 and 1952 could be estimated as a happy-end or unsuccessful attempt on the academician-side. It is true that the employer-side finally accepted the original proposal of academician-unions, that is, the unrevised acceptance of the Hessen-agreement. But the employer-side of NRW knew in advance that such a compromise would not influence the labor costs of the academician essentially, while the inner-company common salary regulation for the academician had been

better than that regulated by the new NRW collective agreement. Because of the information-asymmetry between the employer-side and the academician-unions, academicians of NRW could carry on the collective-bargaining only on the basis of the information from their colleagues in Hessen. And the wish of the Budaci to enlarge the applicability of the academician-salary-agreement to the academicians with more than 6th employment year had been finally rejected. Thus the salary-agreement of the RTV after the war was reconstructed in the same form as that of the Weimar-period. No wider step could not be taken by the academicians in the 1950s during which the central structure of economic system of the Federal Republic was reconstructed.

For a more advantageous collective-bargaining for them, they needed another institutionalized regime: A legitimate inner-company negotiation organ representing their own interests and an institutionalized information organ which is allowed to inform the academicians of the average working-conditions of the employee-group to which they belong.

Such an organ was realized firstly in the late 1960s in the form of the salary-confidants above mentioned and the Representative Body for the Executive Staffs (Sprecherausschuss der leitenden Angestellten) established firstly on the basis of the free agreement between employers of each chemical company and academician-managers. The latter was legitimated by the Bundestag finally in 1989.

5. The development of the collective-agreement-policy after 1952

The reconstructed system of the salary-collective-agreement itself and the minimum-salary of the NRW regulated by it in 1951 and 1952 seemed to the many academicians rather unsatisfied. But in the following years, the collective-bargaining policy of the academician-unions of the NRW saw a great success, certainly not only because of their strategic advantage, rather but also of the shift of the economic and

business climate : The German Economic Miracle (*Wirtschaftswunder*) in the following years benefitted the academicians-unions to not a less great extent than the industry-unions. That is, according to the expansion of the business of the German chemical industry caused by the strong economic growth, the demand for a lot of excellent young chemists and college-grade engineers became larger than ever before.

In a board-meeting of the Bayer-group held as early as on the 30th September 1952 (the day directly after the conclusion of the new NRW-agreement) one of the board-members insisted that the social allowance regulated by new NRW-agreement had to be immediately paid because the Hoechst began a head-hunting of Bayer-academicians through much higher salary than that of the Bayer-group.³⁸ A protocol of the same board-meeting held on the 17th November 1952 reports that Dr. Haberland tried to speak with Dr. Carl Wurster (president of the BASF) and Dr. Karl Winnacker (president of the Hoechst) about the attempt of the BASF and the Hoechst at wooing away the young chemists through a higher salary than regulated by the actual academician-salary-agrees.³⁹ The facts mentioned above inform us clearly of existence of the head-hunting-competition among the 3 biggest chemical companies. Another example, in the Bayer-direction-conference of the 10th April 1956 one of the directors emphasized that the shortage of the engineers was so serious that the Bayer-group would confront with the problem in the carrying-out of the business projects in abroad.⁴⁰ The long-standing shortage of the chemists during the 1950s had even induced Dr. Haberland to say on the Bayer-direction-conference of the 26. May 1959 that the all attempt should be made to limit the duration of the chemistry studies maximum to 12 semesters.⁴¹

Now the demand for the academicians was greater than their supply, no one could stop the improvement of their working-conditions, not only of those regulated by the collective agreement, but also of those regulated in each company. Consequently we can track the process of the improvement of the agreement-salary very easily : The standard of the salary-ladders of the NRW-agreement had been increased in much a rasher pace than the consumer-price-index during the 1950s (see the Table 8).

And in 1961, ten years after the first conclusion of NRW-salary-agreement, the minimum salary standard regulated by NRW-agreement was the highest among all the federal states, though the first NRW-agreement in 1951 had been the worst one in those days (see the Table 9).

And such a tendency holds good for the inner-company salary of the chemical companies in the NRW. Until the mid-1960s the average salary standard for the academician and managers of the Bayer-group reached the highest standard among the 3 biggest German chemical companies, indeed well ahead of that of the Hoechst who granted its academicians higher salaries in the beginning of 1950s, as we have ever seen. The working-conditions of the academicians serving at the CWH, the second biggest chemical company in the NRW, had been as good as a legend, which many academicians of German chemical companies desired.

Regrettably, for the moment, the material lacks which convinces us of the reason for such a successful collective-bargaining-policy of NRW-academician-unions compared with that of the other federal states. But I myself suggest that the struggle-experience of the reconstruction period of the NRW-salary-agreement must have induced the academician-unions to ask their employers for the establishment of the best working-conditions among all the German chemical companies.

In this paper only the reconstruction of the salary-agreement was handled. But we must not forget to mention also about the reconstruction of the framework-agreement for the total Federal Republic (MTV) even if slightly, which was renewed firstly on the 5th November 1959. One of the biggest reasons for the longwinded negotiation here concerned was the minimum length of the paid holidays, on which the academician-unions and the Arbeitsring could not find any consensus in the mid of the 1950s. But, finally, perhaps because of the advantageous bargaining position of the academician-side supported by the serious academician-shortage, the Arbeitsring seemed to yield to the request of the academician-unions about this matter (see the Table 10).

Table 8 Increase of the academician-salary-agreement (monthly salary) of the NRW and the consumer price-index in the 1950s

	1951 (in force from October)	1952 (in force from April)
1st employment year	375 Deutsche Mark (DM)	420 DM
2nd employment year	425 DM	490 DM
3rd employment year	475 DM	560 DM
4th employment year	550 DM	630 DM
5th employment year	650 DM	700 DM
social allowance	no	20 DM (for wife and each child u. 18)
Increase of agreement salary (1951 : 100)	100	112
Consumer Price index (1951 : 100)	100	102
	1955 (in force from March)	1958 (in force from November)
1st employment year	460 DM	575 DM
2nd employment year	540 DM	675 DM
3rd employment year	630 DM	775 DM
4th employment year	710 DM	875 DM
5th employment year	790 DM	975 DM
social allowance	20 DM (for wife and each child under 18)	20 DM (for wife and each child under 18)
Increase of agreement salary (1951 : 100)	123	153
Consumer Price index (1951 : 100)	102	107
	1961 (in force from January)	
1st employment year	700 DM	
2nd employment year	825 DM	
3rd employment year	950 DM	
4th employment year	1,075 DM	
5th employment year	1,200 DM	
social allowance	20 DM (for wife and 2 children under 18)	
Increase of agreement salary (1951 : 100)	187	
Consumer Price index (1951 : 100)	114	

Source : VAA, Gehaltstarifverträge für akademisch gebildete Angestellten (of each year) and Statistisches Bundesamt, Statistisches Jahrbuch (1965).

The Reconstruction of Collective Agreement System of German Employed Academicians in the 1950s: With a Case Study of Chemical Industry in the Federal State of North Rhine-Westphalia

Table 9 Salary-ladders of the academician-collective-agreement (monthly salary) of the German chemical industry in each federal state : valid for the year 1961

	Bavaria	North Rhine-Westphalia	Berlin
1st employment year	630 Deutsche Mark (DM)	700 DM	630 DM
2nd employment year	750 DM	825 DM	745 DM
3rd employment year	870 DM	950 DM	865 DM
4th employment year	1,005 DM	1,075 DM	1,000 DM
5th employment year	1,160 DM	1,200 DM	1,140 DM
marriage allowance	20 DM	20 DM	no
child allowance for the 1st and 2nd child	10 DM	20 DM	no
	Hessen	Schleswig-Holstein	South-Baden
1st employment year	670 DM	670 DM	640 DM
2nd employment year	785 DM	770 DM	760 DM
3rd employment year	900 DM	915 DM	885 DM
4th employment year	1,025 DM	1,035 DM	1,020 DM
5th employment year	1,165 DM	1,165 DM	1,170 DM
marriage allowance	20 DM	no	10 DM
child allowance for the 1st and 2nd child	20 DM	no	10 DM
	Lower Saxony	Rhineland-Palatinate	North Wuerttemberg-Hohenzollern
1st employment year	685 DM	690 DM	630 DM
2nd employment year	795 DM	780 DM	750 DM
3rd employment year	910 DM	910 DM	870 DM
4th employment year	1,065 DM	1,050 DM	1,005 DM
5th employment year	1,175 DM	1,185 DM	1,160 DM
marriage allowance	no	no	20 DM
child allowance for the 1st and 2nd child	no	no	no
	East-Westfalia-Lippe	North Baden-North Wuerttemberg	
1st employment year	695 DM	670 DM	
2nd employment year	810 DM	780 DM	
3rd employment year	945 DM	910 DM	
4th employment year	1,070 DM	1,040 DM	
5th employment year	1,200 DM	1,170 DM	
marriage allowance	no	20 DM	
child allowance for the 1st and 2nd child	no	20 DM	

Source : VAA, Gehaltstarifverträge für akademisch gebildete Angestellte

**Table 10 Length of paid holidays for the academicians regulated by the MTV
(at working day)**

	Regulation by the MTV (RTV in 1920)	Proposal by the Employers Association (Jan. 1950)
1st employment year	12 days (an minimum length)	12 days
2nd employment year	no regulations	13 days
3rd employment year		14 days
4th employment year		15 days
5th employment year		16 days
after the age of 30		on the basis of free agreement
after the age of 45	18 days (at the latest after 9th e.y)	on the basis of free agreement
	Proposal by the Bund and the VAA	Regulation by the MTV (Nov. 1959)
1st employment year	18 days (as minimum length)	18 days (as minimum length)
2nd employment year	“ ”	“ ”
3rd employment year	“ ”	“ ”
4th employment year	“ ”	“ ”
5th employment year	“ ”	“ ”
after the age of 30	24 days	21 days
after the age of 45	30 days	24 days

Source : BAL 215-005-001

6. Conclusion

The salary policy for the managers and the academicians as the future manager candidates is the key point of the personnel management of private enterprises. Also without other kind of treatment, as the examples of the managers of American finance institutions in the bankruptcy showed, an “attractive” salary alone can keep their working-motivation very high, independently whether such a motivation would prove to be false or right. Also the German chemical companies, as we have seen, paid very great attention to the formation of the salary structure of their academicians and managers.

In this paper, the development of the academician-salary of German chemical industry was analysed in the context of the reconstruction of the collective agreement in the 1950s. The total German economic order was reconstructed as such based on the free economy model, but new order did not exclude the tradition of the collective-

agreement system of the Weimar period. The analysis above showed that collective bargaining for the academicians concerned was also reconstructed after the model of Weimar-period. But, as we have seen, the principal of the “individual character” of the academician-salary emphasized by the employer-side and its rejection of the enlargement of the applicability of the collective agreement played an important role to limit the influence of collective regulation to the extent that it did not surpass the threshold set in the Weimar era. On the other hand, we saw that despite of the insistence of employers the general working-conditions of the academicians including the managers of higher corporate hierarchies had been so strongly standardized that their working conditions were not very different from those regulated by collective agreement concluded by the outsiders (employer-associations and trade-unions). But the academician-unions could not thoroughly change the status-quo of collective bargaining policy on the basis of the fact above mentioned, for they had a very few exact information about their own salaries available in the 1950s.

How can we understand then the discrepancy between the actual “rigidity” of the structure of the academician-salaries, which does not only mean the standardized salary-structure on the inner-company-level but also the existence of the minimum salary-standard regulated by the collective agreement admitted also by the employer-side itself until today (the minimum annual salary amount regulated by academician-salary agreement 2010 is 53,720 Euro for the college-grade academician, and 62,590 Euro for the academician with the doctor-degree, no small contribution!⁴²), and the individual character of high-end specialists and managers most of which consisting of the academicians? In addition, the free economic order re-established after the last war have not dare to destroy such a structure until today.

It is true that the new personnel-order conquered finally the traditional one also in the German companies since the 1990s, but also the new order, allegedly constructed on the basis of individual-character principle or “American-model”, strongly “regulates” and “standardizes” the salary-structures of the German academicians and managers accordingly to the position and corporate hierarchy, only the employment-year-

principal has been loosened but not totally abolished. And, through a legitimating of the manager-representation organs in 1989, the general working-conditions of the German academicians and managers are negotiated between such organs and employers. So how can we say that managers are only individually inclined players? Or should we ascribe all the things argued above to the peculiarity of the German “Rhine Capitalism (Rheinischer Kapitalismus)” or the German Version of the “Organized Capitalism”, which proves to be successful anyway also until today? Or must we revise our general way of understanding about the ideal personnel management as not like the purely “individually tailor-made” one, but rather as the complex of the more commonly standardized and externally or socially regulated component and rather of little fraction of individuality?

Also the thesis of peculiarity of the mentality of the German chemists, among whom the solidarity and shared identity as an independent educational-elite-group had been so strong that the chemists-solidarity often overcame the hierarchical way of thinking in the corporate organization does not seem enough to explain the discrepancy above mentioned, if we take the process of the reconstruction of the academician-collective-agreement in the 1950s into consideration.

Quite different from Dr. Duisberg, who also as a league of the German chemists made his best to improve the situation of his chemists in the end of the 1890s and the beginning of the 1900s, the employers of the NRW in the 1950s, most of whom were also chemists like Dr. Haberland, were rather reluctant to boost the salary-standard of their employed academicians. They were strongly prone to act as cool-headed entrepreneurs to keep upright the business activity of their newly starting companies. Only the necessity from the outside during the 1950s, that is, the high economic growth and consequently generated shortage of the qualified academicians, finally induced them to correspond to the demand of the academicians.

As a conclusion of the analysis in this paper we could only say that the reconstruction of the German academician-collective-agreement system was accomplished in the 1950s successfully, only in the sense that the academician-

unions could get back their well functioning collective-bargaining-system already gained during the Weimar-period also in the new free-economy-order of post-war time. But their achievements could not compare with the much bigger harvests reaped by other employee-groups through the further improvement of collective-agreement- and codetermination-system on the company-level, because of the restraining framework impeded on the academicians by free economy order and their employers, who asked them to appear as a partial delegates of the corporate interest or a embodiment of the free economic order and to play as “individualist” with distance from the collective-way-of-thinking as far as possible, though their very reality often have been very different.

Footnotes

- 1 I would like to express my special thanks to Mr.Hans-Hermann Pogarell, the regular staff of the Bayer-Archive Leverkusen, who always helps me in the research concerned here with professional advices. Without his help I could not have accomplished this thesis.
- 2 Bestand Budaci, Hoechst-Archive (HistoCom GmbH, nowadays closed).
- 3 Consult for example BAL, 215-005-001 (Vertragsangelegenheiten Akdemiker) and 019-315 (Vertragsentwürfe für Prokuristen und stellv Direktoren).
- 4 BAL, 213-002-001 (Budaci, Angelegenheit Akademiker).
- 5 BAL, 213-003 (Vertragsangelegenheiten Akademiker).
- 6 Such an argument between the Budaci and the Vela can be pursued in the union-bulletin of the Budaci (“Bundesblätter”) for the period of 1919-1929.
- 7 About the scientification of the German big chemical companies and the contribution of the chemist to that see for example Georg Mayer-Thurow, *The Industrialization of Invention. A Case Study from the German Chemical Industry* : ISIS 1982, 73 (268), pp.363-38.
- 8 BAL 213-003. In the Bayer, such kind of guideline for the engagement of academicians was composed and developed by Dr. Carl Duisberg, the chairman of the Bayer and the first president of the supervisory board of the I.G.Farben Industrie.
- 9 BAL 213-003.
- 10 BAL 213-003, 019-322 (Correspondences between Dr. Duisberg and Dr. Rössler in the year 1908).
- 11 *ibid.*
- 12 *ibid.*
- 13 *ibid.*
- 14 213-002-001 (Budaci, Angelegenheit Akademiker).
- 15 BAL 330-0472, 330-0473 : Within the appendix-contacts concluded between each academician and the big chemical companies we can also find those of the famous academicians, who became the top-managers of such companies like, for example, Dr.

- Bernhard Timm, the chairman of the BASF in the 1960 s.
- 16 BAL 13-11 (Ausschüsse und Kommissionen, Zentrallausschuss : ZA).
- 17 BAL 213-002-001 (Budaci, Angelegenheit Akademiker).
- 18 *ibid.*
- 19 *ibid.*
- 20 Compare for example : BAL 325-064 (Akedemikerangelegenheit, Werk Dormagen A-L).
- 21 BAL 213-002-001 (Budaci, Angelegenheit Akademiker).
- 22 *ibid.*
- 23 *ibid.*
- 24 BAL 215-005-001 (Vertragsangelegenheiten)
- 26 *ibid.*
- 27 *ibid.*
- 28 The so called „Prominent-Contracts (Prominentenvertrag)“ were one of the heritage of the personnel-policy of the I.G.-Farbenindustrie, which endowed the good performers with the individual personnel treatment. But, in fact, there were no any special allowances than the contract-pension (Vertragspension) in such contracts, of which amount was not much higher than that of the company-contribution-pension (Werkszulage), which the average academicians used to get who ended their carrier without no managerial functions. The Prominent-Contracts functioned rather as the genuine inner-company title used to motivate the good performers than the allowance of the material privilege. We must not forget to add, that the form of the Prominent-Contracts and even the amount of the contract-pension were perfectly standardized, that is, there was no individual character also in this kind of contracts.
- 29 Such a close friendship of Dr Baumann with Dr. Schellmann can be observed for example in the anniversary speech of Dr. Baumann for Dr. Schellmann (Jubiläumsrede für leitende Angestellte, Werksarchiv Chemiewerke Hüls, Nowadays Evonik Archiv Marl). Traditionally the chief of the personnel department (Personalabteilung) and the chief of the legal department (Rechtsabteilung) of the former CWH were occupied without exception by the leaders of the VAA-shop-group, which might have contributed to the favorable working-conditions of the academicians who worked there.
- 30 For example compare the documents : BAL 221-007-004 (Tantieme, Leistungszulage f. Chemiker), 016-003-008 (Gehaltskonten der Prokuristen 1900-1908).
- 31 Compare the documents : BAL 221-007-007 (Prämien f. Chemiker), 221-007-005 (Tantiemezahlung an Erfinder und Erben).
- 32 In fact, quite different from the inventions-loyalties paid to the hired chemist in the beginning of the 19th century, such payment after the Second World War was paid only as a tax-advantaged part of the annual bonuses, which had been regulated by the executive-board.
- 33 BAL 215-005-001 (Vertragsangelegenheiten).
- 34 *ibid.*
- 35 *ibid.*
- 36 *ibid.*
- 37 *ibid.*
- 38 *ibid.*
- 39 *ibid.*

40 *ibid.*

41 *ibid.*

42 VAA, Gehaltstarifvertrag für akademisch ausgebildete Angestellte der chemischen Industrie
2010.