

Collective bargaining on supplementary pension schemes: obligation or opportunity?

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The new rules require employers to negotiate but not necessarily to introduce a supplementary pension scheme.

As of 1 January 2026, certain employers have become subject to a new obligation concerning a collective supplementary pension scheme. Employers with more than ten employees that have not yet established such a scheme must initiate discussions with their employees. The law requires the parties to engage in collective bargaining but does not require the employer and the employees to reach an agreement on establishing the scheme.

For employers that had more than ten employees as of 1 January 2026 and had not yet established a collective supplementary pension scheme, the deadline for completing the bargaining process is 1 January 2028. If an employer exceeds the threshold of ten employees at a later date, a two-year period for conducting the negotiations will begin to run from that date.

1. How will the bargaining process work in practice?

The manner of bargaining will depend primarily on how the employees are organised within a particular employer. If a representative trade union operates at the employer, it will decide whether to conclude the agreement. If there is no such union, the works council will assume this role. If there is no works council either, the employees will decide directly, either at a workers' assembly or by means of a special written declaration.

If the employer and the employees or their representatives agree to establish a collective supplementary pension scheme, they must also agree on its specific terms. The agreement establishing the pension plan must, amongst other things, specify who may participate and under what conditions, how much the employer will contribute or how the level of contributions will be determined, the method and deadlines for funding and the selected pension fund manager.

Not all employees must necessarily be enrolled in the pension plan. The employer must offer

participation to all employees on equal terms, whilst an individual employee may request, by means of a written declaration, not to be included in the pension plan. A specific period of employment with the employer may also be stipulated as a condition for acquiring the right to enrolment, but this must not exceed one year. The decision of an individual employee not to enrol in the plan does not affect the favourable tax treatment of contributions for other enrolled employees.

If the negotiations end without an agreement, the employer and the employees' representatives must sign a statement confirming that no agreement has been reached and the employer must submit that statement to the Labour Inspectorate of the Republic of Slovenia. This fulfils the obligation to engage in collective bargaining, without requiring the employer to establish a collective supplementary pension scheme.

2. Why is a supplementary pension scheme more than just a new legal obligation?

Employers should also consider the financial implications of introducing a collective supplementary pension scheme. Contributions to a collective supplementary pension scheme are funded by the employer and, provided the statutory conditions are met, benefit from favourable tax treatment. Premiums paid by the employer on behalf of an employee under an approved and registered pension plan are excluded from the employee's tax base up to a statutory limit, whilst the employer may also claim a reduction in its corporate income tax base for the premiums paid.

Under the Personal Income Tax Act, in 2026 premiums of up to 24 % of the employee's compulsory pension and disability insurance contributions are excluded from the employee's tax base, subject to a maximum annual amount of EUR 3,224.18 per employee.

The minimum annual contribution per member in 2026 amounts to EUR 432.61. When assessing the overall cost, employers should also take into account the costs associated with the specific pension fund, including any entry and exit fees and management fees. The Pension and Disability Insurance Act sets the maximum permissible rates for such charges, whilst the actual amount depends on the selected fund manager.

For this reason, it is worth taking a broader view of supplementary pension schemes. Before commencing the bargaining process, employers may wish to review the remuneration and benefits they already provide and consider what role a collective supplementary pension scheme could play within their existing remuneration framework. If they wish to link the scheme to future changes in salaries or other remuneration, the specific model will also need to be assessed separately in light of labour law, tax and other regulations applicable to the relevant forms of remuneration.

There is sufficient time but preparation is advisable

The deadline of 1 January 2028 may seem relatively distant at first glance. However, before formal negotiations begin, it would be sensible to establish whether the employer is subject to the obligation, who will represent the employees in the bargaining process and what model would be financially and organisationally suitable for the employer.

The new framework is therefore not merely another formal compliance requirement. For employers that do not have a collective supplementary pension scheme, it may also serve as an opportunity to review their existing remuneration and benefits structure in a timely manner and to prepare for negotiations with a clear understanding of what the employer is prepared to offer.

Kolektivno dogovarjanje o dodatnem pokojninskem zavarovanju - obveznost ali priložnost?

Nova pravila od delodajalcev zahtevajo pogajanja, ne pa nujno tudi uvedbe zavarovanja

S 1. januarjem 2026 je za del delodajalcev začela veljati nova obveznost na področju kolektivnega dodatnega pokojninskega zavarovanja. Delodajalci z več kot desetimi zaposlenimi, ki takšnega zavarovanja še nimajo vzpostavljenega, bodo morali z zaposlenimi odpreti vprašanje njegove uvedbe. Zakon pri tem zahteva izvedbo kolektivnega dogovarjanja, ne pa tudi, da se delodajalec in zaposleni dogovorijo za vzpostavitev zavarovanja.

Za delodajalce, ki so imeli na dan 1. januarja 2026 več kot deset zaposlenih in hkrati še niso imeli vzpostavljenega kolektivnega dodatnega pokojninskega zavarovanja, je rok za izvedbo dogovarjanja 1. januar 2028. Če delodajalec prag več kot desetih zaposlenih doseže pozneje, začne od takrat zanj teči dveletni rok za izvedbo pogajanj.

1. Kako bo dogovarjanje potekalo v praksi?

Način dogovarjanja bo odvisen predvsem od tega, kako so zaposleni pri posameznem delodajalcu organizirani. Če pri delodajalcu deluje reprezentativni sindikat, o sklenitvi dogovora odloča ta. Če ga ni, to vlogo prevzame svet delavcev, če ni niti sveta delavcev, pa o tem odločajo zaposleni neposredno na zboru delavcev ali s posebno pisno izjavo.

Če se delodajalec in delavci oz. njihovi predstavniki za vzpostavitev kolektivnega dodatnega pokojninskega zavarovanja dogovorijo, morajo doreči tudi konkretno vsebino. Pogodba o oblikovanju pokojninskega načrta mora med drugim določiti, kdo in pod kakšnimi pogoji se lahko vključi, koliko bo delodajalec vplačeval oziroma kako se bo višina vplačil določala, način in roke financiranja ter izbranega upravljavca pokojninskega sklada.

Pri tem ni nujno, da se v pokojninski načrt dejansko vključijo vsi zaposleni. Delodajalec mora možnost vključitve zagotoviti vsem zaposlenim pod enakimi pogoji, posamezni zaposleni pa lahko s pisno izjavo zahteva, da se ga v pokojninski načrt ne vključi. Kot pogoj za pridobitev pravice do vključitve je mogoče določiti tudi določeno obdobje zaposlitve pri delodajalcu, vendar največ eno leto. Sama odločitev posameznega zaposlenega, da se v načrt ne vključi, ne preprečuje ugodne davčne obravnave premij za ostale vključene zaposlene.

Če se dogovarjanje konča brez dogovora, delodajalec in predstavniki zaposlenih podpišejo izjavo, da do sklenitve pogodbe ni prišlo, delodajalec pa slednjo posreduje Inšpektoratu Republike Slovenije za delo. S tem je obveznost dogovarjanja izpolnjena, ne da bi moral delodajalec kolektivno dodatno pokojninsko zavarovanje tudi vzpostaviti.

2. Zakaj dodatno pokojninsko zavarovanje ni le vprašanje nove zakonske obveznosti?

Za delodajalce je pomemben tudi finančni vidik morebitne uvedbe zavarovanja. Vplačila v kolektivno dodatno pokojninsko zavarovanje financira delodajalec, pri čemer so ob izpolnjevanju zakonskih pogojev deležna ugodne davčne obravnave. Premije, ki jih delodajalec za zaposlenega vplača po odobrenem in registriranem pokojninskem načrtu, se do zakonsko določene višine ne štejejo v davčno osnovo zaposlenega, delodajalec pa lahko za plačane premije uveljavlja tudi zmanjšanje svoje davčne osnove za davek od dohodkov pravnih oseb.

Po Zakonu o dohodnini se v letu 2026 v davčno osnovo zaposlenega ne vštevajo premije do višine 24 % obveznih prispevkov za pokojninsko in invalidsko zavarovanje za zaposlenega, vendar največ 3.224,18 EUR letno na zaposlenega.

Najnižje letno vplačilo za posameznega člana v letu 2026 znaša 432,61 EUR. Pri oceni skupnega stroška je treba upoštevati tudi stroške konkretnega pokojninskega sklada, med drugim morebitne vstopne in izstopne stroške ter provizijo za upravljanje. Zakon o pokojninskem in invalidskem zavarovanju določa njihove najvišje dovoljene stopnje, dejanska višina pa je odvisna od izbranega upravljavca.

Prav zaradi tega je smiselno vprašanje dodatnega pokojninskega zavarovanja pogledati nekoliko širše. Pred začetkom dogovarjanja lahko delodajalci preverijo, kakšne prejeme in ugodnosti zaposlenim že zagotavljajo ter kakšno mesto bi lahko imelo kolektivno dodatno pokojninsko zavarovanje v njihovem obstoječem sistemu nagrajevanja. Če bi ga želeli povezovati s prihodnjimi spremembami plač ali drugih prejemkov, pa bo treba konkreten model posebej presoditi tudi z vidika delovnopравnih, davčnih in drugih pravil, ki veljajo za posamezne vrste prejemkov.

Časa je dovolj, vendar je priprava smiselna že prej

Rok 1. januar 2028 se na prvi pogled zdi še precej oddaljen. Vendar bo pred začetkom formalnega dogovarjanja smiselno ugotoviti, ali delodajalec sploh spada med zavezance, kdo bo na strani zaposlenih sodeloval pri dogovarjanju ter kakšen model bi bil za delodajalca finančno in organizacijsko primeren.

Nova ureditev zato ni zgolj še ena formalna obveznost. Za delodajalce, ki kolektivnega dodatnega pokojninskega zavarovanja še nimajo, je lahko tudi povod, da pravočasno pregledajo obstoječi sistem prejemkov in ugodnosti ter se na pogajanja z zaposlenimi pripravijo z jasno predstavo o tem, kaj so jim pripravljeni ponuditi.

<https://www.wolftheiss.com/insights/collective-bargaining-on-supplementary-pension-schemes-obligation-or-opportunity>