
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported): June 18, 2015

Kennametal Inc.

(Exact Name of Registrant as Specified in Its Charter)

Pennsylvania	1-5318	25-0900168
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

**World Headquarters
1600 Technology Way
P.O. Box 231
Latrobe, Pennsylvania**

15650-0231

(Address of Principal Executive Offices)

(Zip Code)

Registrant's telephone number, including area code: **(724) 539-5000**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Amendment of Executive Retirement Plan and Supplemental Executive Retirement Plan

On June 18, 2015, the Compensation Committee of the Board of Directors of Kennametal Inc. (the “Corporation”) approved an amendment to the existing Executive Retirement Plan (as amended December 30, 2008, and as further amended via Amendment No. 1 on January 27, 2015) (the “ERP”), and the existing Supplemental Executive Retirement Plan (as amended December 30, 2008) (“SERP”). Each of the amendments to the ERP and SERP were made to mandate the funding of accrued benefits to the Company’s existing Rabbi Trust upon a Change in Control event as defined by the ERP and SERP documents.

The foregoing description of the material terms of the amendments to the ERP and SERP are qualified in their entirety by reference to the complete copy of the amendments, which are filed herewith.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

10.1 Amendment No. 2 to the Kennametal Inc. Executive Retirement Plan (as amended December 30, 2008, and as further amended via Amendment No. 1 on January 27, 2015)

10.2 Amendment No. 1 the Kennametal Inc. Supplemental Executive Retirement Plan (as amended December 30, 2008)

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

KENNAMETAL INC.

Date: June 23, 2015

By: /s/ Kevin G. Nowe

Kevin G. Nowe

Vice President, Secretary and General Counsel

**AMENDMENT NO. 2 TO THE KENNAMETAL INC.
2006 EXECUTIVE RETIREMENT PLAN**

WHEREAS, Kennametal Inc. (the “**Company**”) sponsors and maintains the KENNAMETAL INC. 2006 EXECUTIVE RETIREMENT PLAN, as amended December 30, 2008, and as further amended via Amendment No. 1 on January 27, 2015 (the “**Plan**”) (Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Plan);

WHEREAS, in accordance with Section 7.6 of the Plan, the Company reserves the right to amend the Plan; and

WHEREAS, with respect to funding of the Accrued Benefits under the Plan, the Company desires to amend the Plan to provide for the mandatory setting aside of Company assets in the event of a Change in Control.

NOW, THEREFORE, the undersigned authorized officer of the Company, hereby adopts the following amendments to the Plan:

1. Amendment. Section 4.1 of the Plan is hereby amended by adding to the end thereof a new Section 4.1(c) to provide as follows:

“(c) In the event of any threatened or actual Change in Control (as defined in Section 1.2) of the Company, assets shall be contributed to a “rabbi trust” (within the meaning of Rev. Proc. 92-64) established by the Corporation. The amount of such assets to be contributed shall be equal to the value of the Accrued Benefit of all Participants, determined immediately prior to the date on which the assets are contributed to such trust. Any such trust shall be established as a grantor trust, of which the Corporation is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986 (the “**IRC**”). Notwithstanding the foregoing provisions of this Section 4.1(c) or any provision of the Plan to the contrary: (i) no assets shall be set aside in the deferred compensation trust or any other trust if the provisions of such trust restrict the assets of the trust in a manner that would result in a transfer of property as provided under IRC Section 409A(b)(2) (relating to the employer’s financial health) or IRC Section 409A(b)(3) (relating to the funding status of the employer’s defined benefit plans); and (ii) no contribution to any such trust may be made during any “restricted period” within the meaning of IRC Section 409A(b)(3).”

2. Plan Continuing in Full Force and Effect; No Other Modification. Except as expressly amended by this Amendment, the Plan shall continue in full force and effect. This Amendment shall not be interpreted or construed to limit in any manner the Corporation’s ability to make additional amendments to the Plan to the extent provided under the terms of the Plan.

IN WITNESS WHEREOF, the Company’s duly authorized officer has executed this Amendment this 18th day of June, 2015 (the “**Effective Date**”).

Kennametal Inc.

By: /s/ Kevin G. Nowe

Kevin G. Nowe
Vice President, Secretary and General Counsel

Page 2 of 2

**AMENDMENT NO. 1 TO THE KENNAMETAL INC.
SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN**

WHEREAS, Kennametal Inc. (the “**Company**”) sponsors and maintains the KENNAMETAL INC. SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN, as amended December 30, 2008 (the “**Plan**”) (Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Plan);

WHEREAS, in accordance with Section 9.7 of the Plan, the Company reserves the right to amend the Plan; and

WHEREAS, with respect to funding of SERP Benefits under the Plan, the Company desires to amend the Plan to provide for the mandatory setting aside of Company assets in the event of a Change in Control.

NOW, THEREFORE, the undersigned authorized officer of the Company, hereby adopts the following amendments to the Plan:

1. **Amendment.** Section 9.4 of the Plan is hereby amended restated in its entirety to provide as follows:

“9.4 **Source of Benefit Payments.** This Plan is intended to be an unfunded plan of deferred compensation for a select group of management or highly compensated individuals, and it is intended that a SERP Benefit payable hereunder will be paid from the general assets of the Company. However, in the event of a threatened or actual Change in Control of the Company, assets shall be contributed to a “rabbi trust” (within the meaning of Rev. Proc. 92-64) established by the Corporation. The amount of such assets to be contributed shall be equal to the value of all amounts payable to each Participant or Surviving Spouse or estate, under Sections 6 and 7 of the Plan, as determined by the actuary immediately prior to the date on which the assets are contributed to such trust. Any such trust shall be established as a grantor trust, of which the Corporation is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Code. Notwithstanding the foregoing provisions of this Section 9.4 or any provision of the Plan to the contrary: (i) no assets shall be set aside in the deferred compensation trust or any other trust if the provisions of such trust restrict the assets of the trust in a manner that would result in a transfer of property as provided under Code Section 409A(b)(2) (relating to the employer’s financial health) or Code Section 409A(b)(3) (relating to the funding status of the employer’s defined benefit plans); and (ii) no contribution to any such trust may be made during any “restricted period” within the meaning of Code Section 409A(b)(3).”

2. **Plan Continuing in Full Force and Effect; No Other Modification.** Except as expressly amended by this Amendment, the Plan shall continue in full force and effect. This Amendment shall not be interpreted or construed to limit in any manner the Corporation’s ability to make additional amendments to the Plan to the extent provided under the terms of the Plan.

IN WITNESS WHEREOF, the Company’s duly authorized officer has executed this Amendment this 18th day of June, 2015 (the “**Effective Date**”).

Kennametal Inc.

By: /s/ Kevin G. Nowe

Kevin G. Nowe
Vice President, Secretary and General Counsel

Page 2 of 2