

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, DC 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): **November 18, 2009**

**3M COMPANY**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**

(State or Other Jurisdiction of Incorporation)

**File No. 1-3285**  
(Commission File Number)

**41-0417775**  
(IRS Employer Identification No.)

**3M Center, St. Paul, Minnesota**  
(Address of Principal Executive Offices)

**55144-1000**  
(Zip Code)

**(651) 733-1110**  
(Registrant's Telephone Number, Including Area Code)

(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:

- 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))

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

Item 5.02(e) Compensatory Arrangements of Certain Officers

Amendment of The 3M VIP Excess Plan

On November 18, 2009, 3M Company approved an amendment to its VIP Excess Plan. This plan offers eligible highly compensated employees with the opportunity to defer the receipt of a portion of their current cash compensation on a tax-favored basis.

The amendment: (i) clarifies the manner in which compensation eligible to be deferred under the plan is determined; (ii) clarifies the manner in which employee contributions and Company matching contributions are determined throughout the plan year, and how the plan operates as an "excess" plan for tax purposes; and (iii) removes the plan's vesting schedule and provides for full and immediate vesting of all contributions made to the plan.

A copy of this amendment is included as Exhibit 10.1 to this report and incorporated by reference into this Item 5.02.

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Item 9.01. Financial Statements and Exhibits

(d) Exhibits

<u>Exhibit Number</u>	<u>Description</u>
10.1	Amendment of the 3M VIP Excess Plan

SIGNATURE

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

3M COMPANY

By: /s/ Gregg M. Larson  
Gregg M. Larson,  
Deputy General Counsel and Secretary

Dated: November 24, 2009

**AMENDMENT TO THE  
3M VIP EXCESS PLAN**

WHEREAS, 3M Company ("3M") maintains the 3M VIP Excess Plan (the "Plan"), which was adopted effective January 1, 2009; and

WHEREAS, 3M desires to amend the Plan to: (i) clarify the manner in which Eligible Compensation is determined; (ii) clarify the manner in which Participant contributions are deducted pursuant to Section 5.1; (iii) clarify the manner in which matching contributions are determined pursuant to Section 5.2, and (iv) remove the vesting schedule and provide for one hundred percent (100%) vesting of Accounts under the Plan.

NOW, THEREFORE, pursuant to the authority contained in Section 10.1 of the Plan, the Plan document shall be and it hereby is amended as follows:

**1. ELIGIBLE COMPENSATION. Effective for purposes of clarifying the definition of Eligible Compensation for Plan Years beginning on or after January 1, 2009, Section 2.7 of the Plan shall be amended to read as follows:**

- 2.7 ELIGIBLE COMPENSATION. "Eligible Compensation" of a Participant for any Plan Year means base pay plus any variable pay (including annual incentive (AIP), sales commissions and management objective, but excluding any portion of such variable pay that is payable in restricted stock units and any other long-term incentive compensation unless expressly included by the Committee) earned by the Participant during such Plan Year (whether paid during or following such Plan Year). Eligible Compensation does not include incentives, awards, foreign service premiums and allowances, income arising from stock options, separation pay, employer contributions to employee benefit plans, reimbursements or payments in lieu thereof, or lump sum payouts of a Participant's unused vacation benefits.

**2. PARTICIPANT CONTRIBUTIONS. Effective for purposes of clarifying the manner in which Eligible Compensation is deferred for Plan Years beginning on or after January 1, 2009, Section 5.1 of the Plan shall be amended to read as follows:**

- 5.1 PARTICIPANT CONTRIBUTIONS. A Participant may contribute (defer) from 2 percent to 10 percent (but only a whole percentage) of his or her Eligible Compensation earned during the Plan Year to which such Participant's election relates, subject to the following:
- (a) the percentage of Eligible Compensation that a Participant elects to contribute to the Plan for a Plan Year must be the same as the Participant's Elective Deferral percentage under the VIP during such Plan Year; and
  - (b) the percentage the Participant elects to contribute (defer) shall be deducted from each payment of such Participant's Eligible Compensation earned during the Plan Year (whether paid during or following such Plan Year), but only if such compensation would have been *paid* (but for the deferral

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election) to the Participant after (i) such Participant's before-tax deferrals to the Participant's Before-Tax 401(k) Account under the VIP during the Plan Year in which payment would have occurred have reached the applicable dollar limit on such deferrals imposed by section 402(g) of the Code (regardless of whether or not the Participant is eligible to make or is actually making catch-up deferrals as authorized by section 414(v) of the Code), or (ii) such Participant has reached the Indexed Compensation Limit under the VIP for the Plan Year in which payment would have occurred.

**3. COMPANY MATCHING CONTRIBUTIONS. Effective for purposes of clarifying the manner in which matching contributions are made on behalf of each Participant for Plan Years beginning on or after January 1, 2009, Section 5.2 of the Plan shall be amended to read as follows:**

- 5.2 COMPANY MATCHING CONTRIBUTIONS. As soon as administratively feasible following each payroll payment from which Participant contributions are withheld, the Company shall make a matching contribution on behalf of each Participant who has made contributions to the Plan equal to the Required Matching Percentage (as such term is defined in the VIP) of that portion of such Participant's contributions made pursuant to Section 5.1 which does not exceed six percent of such Participant's Eligible Compensation for the payroll period corresponding to such payment.

**4. REMOVAL OF VESTING SCHEDULE. Effective January 1, 2009, Section 6.5 of the Plan shall be amended to read as follows:**

- 6.5 VESTING OF ACCOUNTS. A Participant shall always be 100% vested in the value of his or her Accounts (including any earnings thereon).

**5. REMOVAL OF VESTING SCHEDULE. Effective January 1, 2009, the term "vested" shall be deleted each time it appears throughout Article 7, the last sentence in Section 7.2 and Section 7.3 shall be deleted, and the phrase "(including any unvested balance in such Accounts)" in Section 7.4 shall be deleted.**

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IN WITNESS WHEREOF, the undersigned, an authorized officer of the Company, has approved this amendment by signing this document on the date indicated below.

3M COMPANY

By           /s/ Angela S. Lalor          

Angela S. Lalor  
Senior Vice President,  
Human Resources

Date     November 18, 2009

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