UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

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

For the quarterly period ended December 31, 2011

OR

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

For the transition period from ____________________ to __________________

Commission file number 1-278

EMERSON ELECTRIC CO.
(Exact name of registrant as specified in its charter)

Missouri	**43-0259330**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
8000 W. Florissant Ave.	
P.O. Box 4100	
St. Louis, Missouri	**63136**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code: **(314) 553-2000**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes **S** No £

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes **S** No £

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer S	Accelerated filer £
Non-accelerated filer £ (Do not check if a smaller reporting company)	Smaller reporting company £

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes £ No **S**

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date. Common stock of $0.50 par value per share outstanding at January 31, 2012: 734,436,194 shares.

PART I. FINANCIAL INFORMATION
Item 1. Financial Statements

EMERSON ELECTRIC CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS
THREE MONTHS ENDED DECEMBER 31, 2010 AND 2011
(Dollars in millions, except per share amounts; unaudited)

	Three Months Ended December 31,	
	2010	**2011**
Net sales	$ 5,535	5,309
Costs and expenses:		
Cost of sales	3,372	3,254
Selling, general and administrative expenses	1,311	1,354
Other deductions, net	78	90
Interest expense (net of interest income of $5 and $4, respectively)	61	58
Earnings before income taxes	713	553
Income taxes	222	172
Net earnings	491	381
Less: Noncontrolling interests in earnings of subsidiaries	11	10
Net earnings common stockholders	$ 480	371
Basic earnings per share common stockholders	$ 0.63	0.50
Diluted earnings per share common stockholders	$ 0.63	0.50
Cash dividends per common share	$ 0.345	0.40

See accompanying Notes to Consolidated Financial Statements.

EMERSON ELECTRIC CO. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(Dollars in millions, except share amounts; unaudited)

	Sept 30, 2011	Dec 31, 2011
ASSETS		
Current assets		
Cash and equivalents	$ 2,052	2,076
Receivables, less allowances of $104 and $99, respectively	4,502	4,040
Inventories	2,100	2,317
Other current assets	691	642
Total current assets	9,345	9,075
Property, plant and equipment, net	3,437	3,415
Other assets		
Goodwill	8,771	8,723
Other intangible assets	1,969	1,893
Other	339	338
Total other assets	11,079	10,954
Total assets	$ 23,861	23,444
LIABILITIES AND EQUITY		
Current liabilities		
Short-term borrowings and current maturities of long-term debt	$ 877	1,578
Accounts payable	2,677	2,302
Accrued expenses	2,772	2,484
Income taxes	139	170
Total current liabilities	6,465	6,534
Long-term debt	4,324	4,041
Other liabilities	2,521	2,536
Equity		
Preferred stock, $2.50 par value per share;		
Authorized, 5,400,000 shares; issued, none	-	-
Common stock, $0.50 par value per share;		
Authorized, 1,200,000,000 shares; issued, 953,354,012 shares; outstanding, 738,877,768 shares and 734,739,727 shares, respectively	477	477
Additional paid-in capital	317	306
Retained earnings	17,310	17,387
Accumulated other comprehensive income	(562)	(629)
Cost of common stock in treasury, 214,476,244 shares and 218,614,285 shares, respectively	(7,143)	(7,351)
Common stockholders' equity	10,399	10,190
Noncontrolling interests in subsidiaries	152	143
Total equity	10,551	10,333
Total liabilities and equity	$ 23,861	23,444

See accompanying Notes to Consolidated Financial Statements.

EMERSON ELECTRIC CO. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
THREE MONTHS ENDED DECEMBER 31, 2010 AND 2011
(Dollars in millions; unaudited)

	Three Months Ended December 31, 2010	Three Months Ended December 31, 2011
Operating activities		
Net earnings	$ 491	381
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	219	204
Changes in operating working capital	(430)	(293)
Other	42	42
Net cash provided by operating activities	322	334
Investing activities		
Capital expenditures	(82)	(130)
Purchases of businesses, net of cash and equivalents acquired	(39)	-
Other	(16)	(10)
Net cash used in investing activities	(137)	(140)
Financing activities		
Net increase in short-term borrowings	116	666
Principal payments on long-term debt	(30)	(250)
Dividends paid	(261)	(294)
Purchases of treasury stock	(51)	(244)
Other	(55)	(48)
Net cash used in financing activities	(281)	(170)
Effect of exchange rate changes on cash and equivalents	(3)	-
Increase (decrease) in cash and equivalents	(99)	24
Beginning cash and equivalents	1,592	2,052
Ending cash and equivalents	$ 1,493	2,076
Changes in operating working capital		
Receivables	$ 67	426
Inventories	(97)	(239)
Other current assets	82	34
Accounts payable	(183)	(319)
Accrued expenses	(298)	(228)
Income taxes	(1)	33
Total changes in operating working capital	$ (430)	(293)

See accompanying Notes to Consolidated Financial Statements.

Notes to Consolidated Financial Statements

1. In the opinion of management, the accompanying unaudited consolidated financial statements include all adjustments necessary for a fair presentation of operating results for the interim periods presented. Adjustments consist of normal and recurring accruals. The consolidated financial statements are presented in accordance with the requirements of Form 10-Q and consequently do not include all disclosures required for annual financial statements presented in conformity with U.S. generally accepted accounting principles (GAAP). For further information, refer to the consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended September 30, 2011.

2. Reconciliations of weighted average shares for basic and diluted earnings per common share follow (in millions). Earnings allocated to participating securities were inconsequential.

	Three Months Ended December 31,	
	2010	2011
Basic shares outstanding	752.2	734.3
Dilutive shares	5.9	4.0
Diluted shares outstanding	758.1	738.3

3. The change in equity for the first three months of 2012 is shown below (in millions):

	Common Stockholders' Equity	Noncontrolling Interests in Subsidiaries	Total Equity
September 30, 2011	$ 10,399	152	10,551
Net earnings	371	10	381
Other comprehensive income	(67)	(2)	(69)
Cash dividends	(294)	(13)	(307)
Net treasury stock purchases and other	(219)	(4)	(223)
December 31, 2011	$ 10,190	143	10,333

Comprehensive income, net of applicable income taxes, for the three months ended December 31, 2011 and 2010 is summarized as follows (in millions):

	Three Months Ended December 31,	
	2010	2011
Net earnings	$ 491	381
Foreign currency translation	(20)	(96)
Cash flow hedges and other	16	27
	487	312
Less: Noncontrolling interests	13	8
Amounts attributable to common stockholders	$ 474	304

During the first quarter of 2012 fluctuations in the U.S. dollar compared to other currencies were mixed, but overall the dollar strengthened, contributing to the change in foreign currency translation. The amount attributable to noncontrolling interests in subsidiaries consists of earnings and foreign currency translation.

4. Net periodic pension and net postretirement plan expenses are summarized as follows (in millions):

	Three months ended December 31,			
	Pension		Postretirement	
	2010	2011	2010	2011
Service cost	$ 21	21	1	1
Interest cost	55	56	4	4
Expected return on plan assets	(82)	(80)		
Net amortization	42	46	(2)	(3)
Total	$ 36	43	3	2

5. Other deductions, net are summarized as follows (in millions):

	Three Months Ended December 31,	
	2010	2011
Amortization of intangibles	$ 67	58
Rationalization of operations	17	23
Other	(3)	11
Gains, net	(3)	(2)
Total	$ 78	90

Other deductions, net increased for the three months ended December 31, 2011, primarily due to losses on foreign currency transactions and higher rationalization expense, partially offset by lower amortization expense on intangible assets.

6. Rationalization of operations expense reflects costs associated with the Company's efforts to continually improve operational efficiency and deploy assets globally in order to remain competitive on a worldwide basis. Details of the change in the liability for rationalization during the three months ended December 31, 2011 follow (in millions):

	Sept 30, 2011	Expense	Paid/ Utilized	Dec 31, 2011
Severance and benefits	$ 24	12	12	24
Lease and other contract terminations	3	3	3	3
Fixed asset write-downs	-	-	-	-
Vacant facility and other shutdown costs	2	2	2	2
Start-up and moving costs	1	6	7	-
Total	$ 30	23	24	29

Rationalization of operations expense by segment is summarized as follows (in millions):

	Three Months Ended December 31,	
	2010	2011
Process Management	$ 2	5
Industrial Automation	5	4
Network Power	5	10
Climate Technologies	4	2
Tools and Storage	1	2
Total	$ 17	23

The Company expects to incur full year 2012 rationalization expense of approximately $125 million, which includes the $23 million shown above, as well as costs to complete actions initiated before the first quarter and actions anticipated to be approved and initiated during the remainder of the year. Costs incurred during the three months of 2012 included severance and benefits associated with forcecount reduction, mainly for Network Power in Asia, Europe and North America. Start-up and moving costs, incurred to relocate assets to best cost locations and to expand geographically to directly serve local markets, were spread across all segments. Vacant facilities and other shutdown costs were not significant for any segment.

7. Other Financial Information (in millions):

	Sept 30, 2011	Dec 31, 2011
Inventories		
Finished products	$ 742	796
Raw materials and work in process	1,358	1,521
Total	$ 2,100	2,317
Property, plant and equipment, net		
Property, plant and equipment, at cost	$ 8,731	8,746
Less: Accumulated depreciation	5,294	5,331
Total	$ 3,437	3,415
Goodwill by business segment		
Process Management	$ 2,368	2,361
Industrial Automation	1,393	1,362
Network Power	3,990	3,980
Climate Technologies	483	478
Tools and Storage	537	542
Total	$ 8,771	8,723

Changes in goodwill since September 30, 2011 are primarily due to foreign currency translation. Valuations of certain acquired assets and liabilities are in-process and purchase price allocations for acquisitions are subject to refinement.

		Sept 30, 2011	Dec 31, 2011
Accrued expenses include the following:			
Employee compensation	$	640	518
Customer advanced payments	$	385	438
Product warranty	$	211	192
Other liabilities			
Deferred income taxes	$	764	735
Pension plans		736	736
Postretirement plans, excluding current portion		361	357
Other		660	708
Total	$	2,521	2,536

8. Summarized information about the Company's results of operations by business segment follows (in millions):

	Three months ended December 31,				
	Sales			Earnings	
		2010	2011	2010	2011
Process Management	$	1,542	1,527	290	190
Industrial Automation		1,210	1,229	185	182
Network Power		1,669	1,495	182	122
Climate Technologies		810	733	123	100
Tools and Storage		446	457	93	97
		5,677	5,441	873	691
Differences in accounting methods				53	49
Corporate and other				(152)	(129)
Eliminations/Interest		(142)	(132)	(61)	(58)
Total	$	5,535	5,309	713	553

Industrial Automation intersegment sales for the three months ended December 31, 2011 and 2010 were $110 million and $126 million, respectively. The decrease in Corporate and other for 2012 is due to lower incentive stock compensation expense of $33 million reflecting a stock option award in 2011, a decrease in the Company's stock price and no incentive stock plan overlap in 2012. In addition, 2012 includes a $19 million charge related to the elimination of post-65 supplemental retiree medical benefits for approximately 8,000 active employees, while 2011 includes $17 million of acquisition-related costs.

9. Following is a discussion regarding the Company's use of financial instruments:

Hedging Activities – As of December 31, 2011, the notional amount of foreign currency hedge positions was approximately $1.6 billion, while commodity hedge contracts totaled approximately 94 million pounds of copper and aluminum. All derivatives receiving deferral accounting are cash flow hedges. The majority of hedging gains and losses deferred as of December 31, 2011 are expected to be recognized over the next 12 months as the underlying forecasted transactions occur. The following amounts are included in earnings and Other Comprehensive Income for the three months ended December 31, 2011 and 2010 (in millions):

		Gain (Loss) to Earnings		Gain (Loss) to OCI	
		Qtr Ended Dec 31,		Qtr Ended Dec,	
		2010	2011	2010	2011
Deferred	Location				
Foreign currency	Sales	$ 2	1	4	4
Foreign currency	Cost of sales	5	(1)	7	7
Commodity	Cost of sales	10	(11)	32	21
Not Deferred					
Foreign currency	Other deductions, net	6	7		
Commodity	Cost of sales	1	-		
		$ 24	(4)	43	32

Regardless of whether derivatives receive deferral accounting, the Company expects hedging gains or losses to be essentially offset by losses or gains on the related underlying exposures. The amounts ultimately recognized will differ from those presented above for open positions, which remain subject to ongoing market price fluctuations until settlement. Derivatives receiving deferral accounting are highly effective, no amounts were excluded from the assessment of hedge effectiveness, and hedge ineffectiveness was immaterial for the three month periods ended December 31, 2011 and 2010, including gains or losses on derivatives that were discontinued because forecasted transactions were no longer expected to occur.

Fair Value Measurements – Valuations for all of Emerson's derivatives fall within Level 2 of the GAAP valuation hierarchy and are summarized below (in millions):

	September 30, 2011		December 31, 2011	
Exposure	Assets	Liabilities	Assets	Liabilities
Foreign Currency	$ 17	(48)	16	(29)
Commodity	$ -	(83)	1	(51)

At December 31, 2011, commodity contracts and foreign currency contracts were reported in accrued expenses. The Company posted $38 million of collateral with counterparties as of December 31, 2011. The maximum collateral the Company could have been required to post was $64 million. As of December 31, 2011, the fair value of long-term debt was $5,034 million, which exceeded the carrying value by $680 million.

Items 2 and 3.

Management's Discussion and Analysis of Financial Condition and Results of Operations

OVERVIEW

First quarter 2012 was challenging for the Company as U.S. demand decreased moderately and Europe was flat, while China was down sharply in part due to government actions to constrain inflation. Supply chain disruptions from severe Thailand flooding significantly affected results in Process Management and to a lesser extent in Network Power, and in total reduced sales by approximately $300 million. Other significant challenges were lower demand in Network Power end markets and global weakness in air conditioning markets. Forecasts are for worldwide gross fixed investment to continue to recover, however macroeconomic indicators are mixed, including a negative outlook for Europe due to the sovereign debt crisis. Growth continues in industrial end markets and orders remain strong for Process Management. Growth in Tools and Storage reflects improvement in commercial construction, although consumer and residential construction spending remain weak. First quarter consolidated sales decreased primarily due to Network Power and Climate Technologies. Earnings decreased for Process Management, reflecting business mix with volume deleverage on higher margin businesses from the Thailand flooding. Network Power earnings also decreased, reflecting volume deleverage in the embedded computing and power business due to customer supply chain disruptions, and volume decrease related to weakness in telecommunications and information technology markets. Earnings for Climate Technologies decreased due to continued softness in residential markets and channel inventory reductions. Despite the challenges this quarter, the Company remains well positioned for future sales and earnings growth given its strong financial position, global footprint in mature and emerging markets, and a focus on products and technology.

THREE MONTHS ENDED DECEMBER 31, 2011 COMPARED WITH THREE MONTHS ENDED DECEMBER 31, 2010

Following is an analysis of the Company’s operating results for the first quarter ended December 31, 2011, compared with the first quarter ended December 31, 2010.

RESULTS OF OPERATIONS

Three months ended December 31 (dollars in millions, except per share amounts)		**2010**	**2011**	**Change**
Net sales	$	5,535	5,309	(4)%
Gross profit	$	2,163	2,055	(5)%
Percent of sales		39.1%	38.7%	
SG&A	$	1,311	1,354	
Percent of sales		23.7%	25.5%	
Other deductions, net	$	78	90	
Interest expense, net	$	61	58	
Earnings before income taxes	$	713	553	(23)%
Percent of sales		12.9%	10.4%	
Net earnings common stockholders	$	480	371	(23)%
Percent of sales		8.7%	7.0%	
Diluted EPS – Net earnings	$	0.63	0.50	(21)%

Net sales for the quarter ended December 31, 2011 were $5,309 million, a decrease of $226 million, or 4 percent, compared with net sales of $5,535 million for the prior year. Consolidated results reflect a 4 percent ($197 million) decrease in underlying sales (which exclude acquisitions, divestitures and foreign currency translation) and negligible impacts from a small divestiture and foreign currency translation (combined negative $29 million). The 4 percent decrease in underlying sales reflects a 5 percent volume decline and an estimated 1 percent increase in selling prices. Underlying sales decreased in Asia (8 percent, including China down 13 percent), the United States (4 percent) and Middle East/Africa (4 percent), slightly offset by increases in Canada (6 percent) and Latin America (3 percent). Underlying sales in Europe were flat. Sales decreased in the Network Power, Climate Technologies and

Process Management segments, which were down $174 million, $77 million and $15 million, respectively, while sales increased slightly for Industrial Automation and Tools and Storage. All businesses were negatively impacted by the uncertain economic outlook, including the weakening European and Chinese economies.

Costs of sales for the first quarters of 2012 and 2011 were $3,254 million and $3,372 million, respectively. Gross profit of $2,055 million and $2,163 million, respectively, resulted in gross margins of 38.7 percent and 39.1 percent. The decreases in gross profit and margin reflect lower volume and deleverage due to Thailand flooding supply chain disruptions. Unfavorable product mix and higher other costs were offset by savings from cost reduction actions in prior periods. The balance between materials cost pressures and pricing actions has improved and was slightly favorable.

Selling, general and administrative (SG&A) expenses for the first quarter of 2012 were $1,354 million, or 25.5 percent of net sales, an increase of $43 million compared with $1,311 million, or 23.7 percent, for 2011. The increase was largely due to deleverage on lower sales volume and a $19 million charge related to the elimination of post-65 supplemental retiree medical benefits for a small group of active employees, slightly offset by lower incentive stock compensation expense of $33 million reflecting a stock option award in 2011, a decrease in the Company's stock price and no incentive stock plan overlap in 2012.

Other deductions, net were $90 million for the first quarter of 2012, a $12 million increase from the prior year, primarily due to foreign currency transaction losses and higher rationalization expense, slightly offset by lower intangibles amortization expense. See Notes 5 and 6 for further details regarding other deductions, net and rationalization costs.

Pretax earnings of $553 million for the first quarter of 2012 decreased $160 million, or 23 percent, compared with $713 million for 2011, on lower volume, deleverage, higher SG&A expenses and higher other deductions. Earnings results reflect decreases of $100 million in Process Management, $60 million in Network Power and $23 million in Climate Technologies.

Income taxes were $172 million and $222 million for the first quarters of 2012 and 2011, respectively, an effective tax rate of 31 percent for both periods. The estimated effective tax rate for fiscal year 2012 is approximately 31 percent.

Net earnings common stockholders were $371 million and net earnings per share were $0.50 for the first quarter of 2012, a decrease of 23 percent and 21 percent, respectively, compared with $480 million and $0.63 for 2011.

BUSINESS SEGMENTS

Following is an analysis of operating results for the Company's business segments for the first quarter ended December 31, 2011, compared with the first quarter ended December 31, 2010. The Company defines segment earnings as earnings before interest and taxes.

Process Management

Three months ended December 31 (dollars in millions)		2010	2011	Change
Sales	$	1,542	1,527	(1)%
Earnings	$	290	190	(34)%
Margin		18.8%	12.4%	

Process Management first quarter sales decreased 1 percent to $1,527 million. A significant portion of the valves and regulators businesses, measurement and flow businesses, and systems and solutions businesses decreased due to the supply chain disruption from severe flooding in Thailand. Strong growth in the other portions of the business nearly offset these declines. The supply chain disruption issues have been substantially resolved, and the Company expects to recover most of the lost volume over the remainder of the year with minimal impact on 2012. Underlying sales were down 1 percent on the volume decline; decreasing 8 percent in Asia, 3 percent in Latin America and 6 percent in Middle East/Africa, while increasing 6 percent in Europe and 9 percent in Canada.

Underlying sales in the United States were flat. Earnings declined 34 percent for the period to $190 million and margin declined over 6 percentage points due to unfavorable business mix with volume deleverage on higher margin businesses, a $12 million unfavorable impact from foreign currency transactions, and other incremental costs.

Industrial Automation

Three months ended December 31 (dollars in millions)		2010	2011	Change
Sales	$	1,210	1,229	2%
Earnings	$	185	182	(2)%
Margin		15.3%	14.8%	

Industrial Automation sales increased 2 percent to $1,229 million, reflecting strong growth in the fluid automation and electrical distribution businesses and modest growth in the power generating alternators business, partially offset by weakness in the hermetic motors business due to a decline in compressor demand, and decreases in the wind and solar power businesses with no recovery expected in the near term. Underlying sales grew 2 percent, reflecting an estimated 3 percent benefit from higher selling prices, offset by an approximate 1 percent volume decrease. Underlying sales increased 5 percent in Europe, 17 percent in Latin America, 14 percent in Middle East/Africa, 2 percent in Asia and 10 percent in Canada, while sales were flat in the United States. Earnings of $182 million were down slightly and margin decreased 0.5 percentage points, primarily reflecting unfavorable product mix and other costs. Higher selling prices more than offset materials cost increases, but not enough to maintain profit margins. Commodity prices, particularly copper, remain volatile.

Network Power

Three months ended December 31 (dollars in millions)		2010	2011	Change
Sales	$	1,669	1,495	(10)%
Earnings	$	182	122	(33)%
Margin		10.9%	8.2%	

Sales for Network Power decreased 10 percent to $1,495 million for the first quarter. Results reflect a broad-based decrease across the segment, including weaker demand in telecommunications and information technology end markets, as well as lower spending by customers due to significant disruptions in their supply chain from Thailand flooding. Demand in the embedded computing and power business was very weak across all regions and included product line rationalization. The network power systems business decreased moderately overall, with declines in the U.S., China and Europe, and strong growth in Asia (excluding China), Latin America, Middle East/Africa, and Canada. Total underlying segment sales decreased 10 percent on lower volume, including decreases of 17 percent in the United States, 6 percent in Asia, 10 percent in Europe and 5 percent in Latin America. Earnings of $122 million decreased 33 percent and margin decreased 2.7 percentage points, primarily due to lower volume and resulting deleverage in embedded computing and power, and to a lesser degree in the network power systems business. Segment margin was also affected by unfavorable product mix, higher labor-related costs in China and higher restructuring expense of $5 million, partially offset by savings from cost reduction actions, materials cost containment and the absence of Chloride acquisition-related costs of $15 million incurred in the prior year.

Climate Technologies

Three months ended December 31 (dollars in millions)		2010	2011	Change
Sales	$	810	733	(9)%
Earnings	$	123	100	(19)%
Margin		15.2%	13.6%	

Climate Technologies sales decreased 9 percent in the first quarter to $733 million. Sales decreased in all businesses, particularly the air conditioning compressors and temperature controls businesses, as continued softness in global residential markets and channel inventory reductions in China and the U.S., and overall weakness in Europe negatively affected results. The Company does not anticipate much recovery in China in 2012. Strong growth in the North America refrigeration and global transportation end markets partially offset the decline. Underlying sales decreased 9 percent, including 12 percent lower volume, slightly offset by approximately 3 percent higher selling prices. Underlying sales decreased 15 percent internationally (21 percent in Asia and 11 percent in Europe) and 5 percent in the United States. Earnings decreased 19 percent to $100 million and margin declined 1.6 percentage points, due to lower sales volume and resulting deleverage, slightly offset by savings from cost reduction actions. Higher materials costs were substantially offset by higher selling prices, diluting the margin.

Tools and Storage

Three months ended December 31 (dollars in millions)		2010	2011	Change
Sales	$	446	457	2%
Earnings	$	93	97	5%
Margin		20.8%	21.2%	

Tools and Storage segment sales increased 2 percent to $457 million in the first quarter, reflecting a 5 percent increase in underlying sales, partially offset by a negative 3 percent impact from the prior year heating elements unit divestiture. Underlying sales growth reflects more than 3 percent from higher volume and an estimated 2 percent from higher selling prices. The sales increase was led by solid growth in the professional tools and food waste disposers businesses, as well as modest growth in the commercial and residential storage businesses, partially offset by a modest decrease in the wet/dry vacuums business. Underlying sales increased 6 percent in the United States and 4 percent internationally. Earnings of $97 million were up 5 percent compared to the prior year, reflecting increases in the professional tools, food waste disposers and storage businesses, partially offset by a small decrease in the wet/dry vacuums business and the unfavorable comparison with prior year earnings from the divested heating elements unit. Higher selling prices were substantially offset by higher materials and other costs.

FINANCIAL CONDITION

Key elements of the Company's financial condition for the three months ended December 31, 2011 as compared to the year ended September 30, 2011 and the three months ended December 31, 2010 follow:

	Sept 30, 2011	**Dec 31, 2011**
Working capital (in millions)	$ 2,880	$ 2,541
Current ratio	1.4 to 1	1.4 to 1
Total debt-to-total capital	33.3%	35.5%
Net debt-to-net capital	23.2%	25.8%
Interest coverage ratio	15.8X	9.9X

The Company's interest coverage ratio (earnings before income taxes and interest expense, divided by interest expense) was 9.9X for the first quarter of 2012, compared with 11.8X for the prior year, primarily due to lower earnings in 2012.

Cash provided by operating activities of $334 million was up $12 million compared with $322 million in the prior year period, primarily as a result of lower investment in operating working capital, offset by a decrease in earnings. Operating cash flow and an increase in short-term borrowings of $666 million funded dividends of $294 million, long-term debt payments of $251 million, treasury stock purchases of $244 million, and capital expenditures of $130 million. For the three months ended December 31, 2011, free cash flow of $204 million (operating cash flow of $334 million less capital expenditures of $130 million) was down $36 million from free cash flow of $240 million (operating cash flow of $322 million less capital expenditures of $82 million) in the prior year period. Overall, cash and equivalents increased $24 million during the 2012 first quarter.

Emerson maintains a conservative financial structure which provides the strength and flexibility necessary to achieve its strategic objectives. The Company has been able to readily meet all its funding requirements and currently believes that sufficient funds will be available to meet the Company's needs in the foreseeable future through ongoing operations, existing resources, short- and long-term debt capacity or backup credit lines. These resources allow Emerson to reinvest in existing businesses, pursue strategic acquisitions and manage its capital structure on a short- and long-term basis.

FISCAL 2012 OUTLOOK

Despite a challenging start to the year, the Company's outlook for 2012 remains solid, with strong fundamentals in the industrial businesses, and management expectations for improvement in telecommunications and HVAC end markets and recovery from the Thailand flooding disruptions, supporting a favorable outlook. However, these considerations are tempered by deterioration in the European economy and mixed global economic indicators. Based on current economic conditions, the Company's current outlook for fiscal year 2012 is for underlying sales to increase in the range of 4 percent to 6 percent, which excludes an estimated 2 percent unfavorable impact from foreign currency translation. Net sales growth for the year is forecast to be in the range of positive 2 percent to 4 percent compared with 2011 sales of $24.2 billion. The Company expects operating profit margin of approximately 18 percent (excluding approximately 2.5 percent for other deductions, net and interest) and pretax margin of approximately 15.5 percent. Earnings per share is forecast in the range of $3.45 to $3.60. The Company is targeting operating cash flow of approximately $3.5 billion and capital expenditures of approximately $0.7 billion.

Statements in this report that are not strictly historical may be "forward-looking" statements, which involve risks and uncertainties, and Emerson undertakes no obligation to update any such statements to reflect later developments. These risks and uncertainties include economic and currency conditions, market demand, pricing, and competitive and technological factors, among others which are set forth in the "Risk Factors" of Part I, Item 1, and the "Safe Harbor Statement" of Exhibit 13, to the Company's Annual Report on Form 10-K for the year ended September 30, 2011, which are hereby incorporated by reference.

Item 4. Controls and Procedures

Emerson maintains a system of disclosure controls and procedures which are designed to ensure that information required to be disclosed by the Company in the reports filed or submitted under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and is accumulated and communicated to management, including the Company's certifying officers, as appropriate to allow timely decisions regarding required disclosure. Based on an evaluation performed, the Company's certifying officers have concluded that the disclosure controls and procedures were effective as of December 31, 2011, to provide reasonable assurance of the achievement of these objectives.

Notwithstanding the foregoing, there can be no assurance that the Company's disclosure controls and procedures will detect or uncover all failures of persons within the Company and its consolidated subsidiaries to report material information otherwise required to be set forth in the Company's reports.

There was no change in the Company's internal control over financial reporting during the quarter ended December 31, 2011 that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

(c) Issuer Purchases of Equity Securities.

Period	Total Number of Shares Purchased (000s)	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (000s)	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs (000s)
October 2011	3,325	$ 45.87	3,325	27,330
November 2011	880	$ 49.85	880	26,450
December 2011	595	$ 48.98	595	25,855
Total	4,800	$ 46.99	4,800	25,855

The Company's Board of Directors authorized the repurchase of up to 80 million shares under the May 2008 program.

Item 6. Exhibits.

(a) Exhibits (Listed by numbers corresponding to the Exhibit Table of Item 601 in Regulation S-K).

3.1 Bylaws of Emerson Electric Co., as amended through November 1, 2011, incorporated by reference to the Company's Form 8-K dated November 1, 2011 and filed November 3, 2011, Exhibit 3.1.

10.1 Forms of Notice of Grant of Stock Options, Option Agreement and Incentive Stock Option Agreement (used after September 30, 2011).

10.2 Forms of Notice of Grant of Stock Options, Option Agreement and Nonqualified Stock Option Agreement (used after September 30, 2011).

10.3 Forms of Performance Share Award Certificate and Acceptance of Award (used after September 30, 2011).

10.4 Form of Restricted Stock Award Agreement (used after September 30, 2011).

10.5 Summary of Changes to Compensation Arrangements with Non-Management Directors.

12 Ratio of Earnings to Fixed Charges.

31 Certifications pursuant to Exchange Act Rule 13a-14(a).

32 Certifications pursuant to Exchange Act Rule 13a-14(b) and 18 U.S.C. Section 1350.

101 Attached as Exhibit 101 to this report are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Statements of Earnings for the three months ended December 31, 2010 and 2011, (ii) Consolidated Balance Sheets at September 30, 2011 and December 31, 2011, (iii) Consolidated Statements of Cash Flows for the three months ended December 31, 2010 and 2011, and (iv) Notes to Consolidated Financial Statements for the three months ended December 31, 2011.

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.

EMERSON ELECTRIC CO.

Date: February 8, 2012 By /s/ Frank J. Dellaquila
Frank J. Dellaquila
Senior Vice President and Chief Financial Officer
(on behalf of the registrant and as Chief Financial Officer)

INDEX TO EXHIBITS

Exhibit No.	Exhibit
10.1	Forms of Notice of Grant of Stock Options, Option Agreement and Incentive Stock Option Agreement (used after September 30, 2011).
10.2	Forms of Notice of Grant of Stock Options, Option Agreement and Nonqualified Stock Option Agreement (used after September 30, 2011).
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Exhibit 10.1

Notice of Grant of Stock Options and Option Agreement

Emerson Electric Co.
8000 W Florissant Avenue / P.O. Box 4100
St. Louis, MO 63136-8506
314 553-2325

First M. Last
Address
City State Zip
Country

ID xxx-xx-xxxx

Effective ______________, 20__, you have been granted an Incentive Stock Option to buy _______ shares of Emerson Electric Co. (the Company) stock at $_________ per share.

Option Number:	0000000000xxx
Plan:	20____
Grant Date:	______________
Granted:	______________
Grant Price:	$_____________
Total Option Price of the Shares Granted:	$_____________
Expiration Date:	______________
Vesting Schedule:	_____ on ______________
	_____ on ______________
	_____ on ______________

By your signature and the Company's signature below, you and the Company agree that these options are granted under and governed by the terms and conditions of the Company's Stock Option Plan as amended and the Option Agreement, all of which are attached and made a part of this document.

Signature: ______________________________________ Date: ________________
Emerson Electric Co.

Signature: ______________________________________ Date: ________________
First M. Last

INCENTIVE STOCK OPTION AGREEMENT
UNDER
EMERSON ELECTRIC CO.
2001 STOCK OPTION PLAN

WITNESSETH THAT:

WHEREAS, the Board of Directors of Emerson Electric Co. ("Board of Directors") has adopted the Emerson Electric Co. 2001 Stock Option Plan (the "Plan") pursuant to which options covering an aggregate of ten million (10,000,000) shares of the Common Stock of Emerson Electric Co. (the "Company") may be granted to key employees of the Company and its subsidiaries; and

WHEREAS, the person to whom this option is granted ("Optionee") is a key employee of the Company or one or more of its divisions, subsidiaries or affiliates (collectively, "Emerson"); and

WHEREAS, the Company desires to grant to Optionee the option to purchase certain shares of its stock under the terms of the Plan, which option is intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as an "Incentive Stock Option"); and

WHEREAS, Optionee agrees and acknowledges that the grant of said option is valuable consideration; and

WHEREAS, Optionee has executed the attached Notice of Grant of Stock Options and Option Agreement (the "Notice Agreement") verifying Optionee's agreement to and acceptance of all of the terms and conditions set forth in this Incentive Stock Option Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Grant Subject to Plan. This option is granted under and is expressly subject to, all the terms and provisions of the Plan, which terms and provisions are incorporated herein by reference. The Compensation Committee ("Committee") of the Board of Directors has been appointed by the Board of Directors, and designated by it, as the Committee to make grants of options.

2. Grant and Terms of Option. Pursuant to action of the Committee, the Company hereby grants to Optionee the option to purchase all or any part of the number of shares of the Common Stock of the Company, par value of $.50 per share ("Common Stock") set forth in the Notice Agreement for a period of ten (10) years from the date hereof, at the purchase price designated in the Notice Agreement; provided, however, the right to exercise such option shall be, and is hereby, restricted so that the shares to which this option relates may not be purchased prior to the Vesting Date assigned to each of the shares as set forth in the Notice

Agreement. The foregoing right to exercise is subject to the provisions of Section 6 hereof. Notwithstanding the foregoing, in the event of a Change of Control (as hereinafter defined) Optionee may purchase 100% of the total number of shares to which this option relates. In no event may this option or any part thereof be exercised after the expiration of ten (10) years from the date hereof. The purchase price of the shares subject to the option may be paid for (a) in cash, (b) in the discretion of the Committee, by tender, either actually or by attestation, to the Company of shares of Common Stock already owned by Optionee and registered in his name or held for his benefit by a registered holder, having a fair market value equal to the cash exercise price of the option being exercised, or (c) in the discretion of the Committee, by a combination of methods of payment specified in clauses (a) and (b), all in accordance with Paragraph 7 of the Plan. No shares of Common Stock may be tendered in exercise of this option if such shares were acquired by Optionee through the exercise of an Incentive Stock Option or an employee stock purchase plan described in Section 423 of the Internal Revenue Code of 1986, as amended, unless (a) such shares have been held by Optionee for at least one (1) year, and (b) at least two (2) years have elapsed since such Incentive Stock Option was granted. For the purposes of this Agreement, a Change of Control means:

(i) The purchase or other acquisition (other than from the Company) by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Act”) (excluding, for this purpose, the Company or its subsidiaries or any employee benefit plan of the Company or its subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 20% or more of either the then-outstanding shares of Common Stock or the combined voting power of the Company’s then-outstanding voting securities entitled to vote generally in the election of directors; or

(ii) Individuals who, as of the date hereof, constitute the Board of Directors of the Company (the “Board” and, as of the date hereof, the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the 1934 Act) shall be, for purposes of this section, considered as though such person were a member of the Incumbent Board; or

(iii) Approval by the stockholders of the Company of a reorganization, merger or consolidation, in each case with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation would not, immediately thereafter, own more than 50% of, respectively, the common stock and the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation’s then-outstanding voting securities, or of a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company.

3. Anti-Dilution Provisions. In the event that, during the term of this Agreement, there is any change in the number of shares of outstanding Common Stock by reason of stock dividends, recapitalizations, mergers, consolidations, split-offs, split-ups, combinations or exchanges of shares and the like, the number of shares covered by this option agreement and the price thereof shall be adjusted, to the same proportionate number of shares and price as in this original agreement.

4. Investment Purpose. If the shares subject to the Plan are not registered under the Securities Act of 1933, Optionee acknowledges that a restrictive legend, in substantially the following form, will be printed on the certificates representing the shares acquired by Optionee on exercise of all or any part of this option:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, but have been issued or transferred to the registered owner pursuant to the exemption afforded by Section 4(2) of said Act. No transfer or assignment of these shares by the registered owner shall be valid or effective, and the issuer of these shares shall not be required to give any effect to any transfer or attempted transfer of these shares, including without limitation, a transfer by operation of law, unless (a) the issuer shall have received an opinion of its counsel that the shares may be transferred without requirement of registration under said Act, or (b) there shall have been delivered to the issuer a 'no-action' letter from the staff of the Securities and Exchange Commission, or (c) the shares are registered under said Act."

5. Non-Transferability. Neither the option hereby granted nor any rights thereunder or under this Agreement may be assigned, transferred or in any manner encumbered except by will or the laws of descent and distribution, and any attempted assignment, transfer, mortgage, pledge or encumbrance except as herein authorized, shall be void and of no effect. The option may be exercised during Optionee's lifetime only by Optionee.

6. Termination of Employment. In the event that notice of employment termination is provided by Optionee, which notice shall be deemed for purposes of the Plan as termination of employment of Optionee, or in the event of the termination of employment of Optionee for any reason, other than by death which is subject to Section 7 herein, the Plan shall govern whether and the extent to which the option granted may be exercised; provided, that if Optionee exercises this option while employed by a joint venture of the Company or of a subsidiary and after more than three (3) months after transfer of employment from the Company or a subsidiary to such joint venture, this option shall not be an Incentive Stock Option under Section 422 of the Internal Revenue Code of 1986, as amended. For purposes of this Section, a divestiture by the Company of 100% of its interest in Optionee's employer shall constitute a termination of employment of Optionee.

7. Death of Optionee. In the event of the death of Optionee while Optionee is employed by Emerson or after termination of employment to the extent an option is still exercisable under Section 6 of this Agreement, the option theretofore granted may be exercised, to the extent exercisable at the date of death, by a legatee or legatees under the option holder's

last will, or by personal representatives or distributees, at any time within a period of one (1) year after death, but not after ten (10) years from the date of granting thereof.

8. Shares Issued on Exercise of Option. It is the intention of the Company that on any exercise of this option it will transfer to Optionee shares of its authorized but unissued stock or transfer Treasury shares, or utilize any combination of Treasury shares and authorized but unissued shares, to satisfy its obligations to deliver shares on any exercise hereof.

9. Committee Administration. This option has been granted pursuant to a determination made by the Committee, and such Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Directors itself, subject to the express terms of this option, shall have plenary authority to interpret any provision of this option and to make any determinations necessary or advisable for the administration of this option and the exercise of the rights herein granted, and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to Optionee by the express terms hereof.

10. Option An Incentive Stock Option. The option granted hereunder is intended to be, and will be treated as, an Incentive Stock Option.

11. No Contract of Employment. Nothing contained in this Agreement shall be considered or construed as creating a contract of employment for any specified period of time. The employment relationship shall continue to be at the will of both parties, either of which may terminate the employment relationship at any time for any reason.

12. Confidential Information and Inventions.

(a) During Optionee’s employment with Emerson and thereafter, Optionee shall keep confidential, and not use or disclose to any third-parties, except as required for Optionee to perform Optionee’s employment responsibilities, any confidential, proprietary and/or trade secret information of or relating to Emerson (“Confidential Information”). All Emerson records, documents and information obtained by or provided to Optionee, or to which Optionee has or had access, or otherwise made, produced or compiled by Optionee during Optionee’s employment with Emerson, which contain any Confidential Information, regardless of the medium in which it is preserved, are the sole and exclusive property of Emerson and shall be given to Emerson at Emerson’s request or upon Optionee’s departure from Emerson.

(b) All ideas, inventions, discoveries, patents and patent applications (together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, and any and all disclosures relating thereto), technology, copyrights, derivative works, trademarks, service marks, improvements, developments, trade secrets, other intellectual property and the like, which are developed, conceived, created, discovered, learned, produced and/or otherwise generated by Optionee, whether individually or otherwise, during Optionee’s employment with Emerson, whether or not during working hours, that relate to (i) the business and/or activities of Emerson or which may be of interest to Emerson in its business, (ii) Emerson’s anticipated research or development, or (iii) any work performed by Optionee for Emerson, shall be the sole and exclusive property of Emerson, and Emerson shall own any and all right, title and interest to such. Optionee assigns and agrees to assign any and all of the foregoing to Emerson, whenever requested to do so by Emerson, at Emerson's expense, and Optionee agrees to execute any and all applications, assignments or other instruments which Emerson deems desirable or necessary to protect such interests. Optionee shall prepare, keep and maintain detailed and current dated and witnessed records of all of Optionee's inventions, and shall disclose the details of such inventions to Emerson.

13. Restrictions. During Optionee's employment with Emerson and for twelve (12) months after the later of Optionee's last day of employment with Emerson or any exercise of this option, Optionee will not, directly or indirectly, on Optionee's own behalf or on behalf of anyone else, (a) compete, or assist in any activity which competes, with the business of Emerson in which Optionee was employed or involved, or regarding which Optionee had any Confidential Information, at any time during Optionee's final two (2) years of employment, (b) solicit, encourage to leave employment, hire, or assist anyone else to solicit, encourage to leave employment or hire, any Emerson employee, or (c) induce or attempt to induce, or assist anyone else to induce or attempt to induce, in competition against Emerson, any customer of Emerson regarding which Optionee had any Confidential Information at any time during Optionee's final two (2) years of employment, to divert its business from, or reduce or discontinue its business with, Emerson. Nothing in this Section 13, however, shall prevent Optionee from (x) owning 2% or less of the outstanding equity securities of a publicly traded entity, or (y) performing his employment duties and responsibilities for and on behalf of Emerson.

14. Severability. Any word, phrase, clause, sentence or other provision hereof which violates or is prohibited by any applicable law, court decree or public policy shall be modified as necessary to avoid the violation or prohibition and so as to make this Agreement enforceable as fully as possible under applicable law, and if such cannot be so modified the same shall be ineffective to the extent of such violation or prohibition without invalidating or affecting the remaining provisions hereof.

15. Governing Law. This Agreement is made in and shall be construed and administered in accordance with the laws of the State of Missouri, without regard to conflicts of law principles which might otherwise be applied. Any litigation arising out of, in connection with or concerning any aspect of this Agreement shall be conducted exclusively in the State or Federal courts in the State of Missouri, and Optionee hereby consents to the exclusive jurisdiction of said courts.

16. Remedies.

(a) If Optionee breaches or threatens to breach Section 12, 13 and/or 15 of this Agreement, the Company shall be entitled to injunctive relief enforcing this Agreement in addition to any other legal or equitable rights and remedies it may have. The Company in its sole discretion shall also be entitled to recover from Optionee, in lieu of enforcing Section 13(a) through injunctive relief, the excess of the fair market value of shares subject to any options which have been exercised in the preceding twelve (12) months (or any parts thereof which have been exercised) as of the date of such exercise, over the option price. Optionee shall pay such amount to the Company not later than ten (10) days after the Company has provided Optionee with notice thereof.

(b) The Company’s subsidiaries and affiliates are express third party beneficiaries of Sections 12 through 16 of this Agreement.

17. Existing Agreements. Optionee’s obligations under Sections 12 through 16 of this Agreement are in addition to, and do not supersede, Optionee’s obligations under any other agreements that Optionee may have.

Exhibit 10.2

Notice of Grant of Stock Options and Option Agreement

Emerson Electric Co.
8000 W Florissant Avenue / P.O. Box 4100
St. Louis, MO 63136-8506
314 553-2325

First M. Last
Address
City State Zip
Country

ID xxx-xx-xxxx

Effective ______________, 20__, you have been granted a Non-Qualified Stock Option to buy _______ shares of Emerson Electric Co. (the Company) stock at $_________ per share.

Option Number:	0000000000xxx
Plan:	20____
Grant Date:	______________
Granted:	______________
Grant Price:	$_____________
Total Option Price of the Shares Granted:	$_____________
Expiration Date:	______________
Vesting Schedule:	_____ on ______________
	_____ on ______________
	_____ on ______________

By your signature and the Company's signature below, you and the Company agree that these options are granted under and governed by the terms and conditions of the Company's Stock Option Plan as amended and the Option Agreement, all of which are attached and made a part of this document.

Signature: ______________________________________ Date: ________________
Emerson Electric Co.

Signature: ______________________________________ Date: ________________
First M. Last

NONQUALIFIED STOCK OPTION AGREEMENT
UNDER
EMERSON ELECTRIC CO.
2001 STOCK OPTION PLAN

WITNESSETH THAT:

WHEREAS, the Board of Directors of Emerson Electric Co. ("Board of Directors") has adopted the Emerson Electric Co. 2001 Stock Option Plan (the "Plan") pursuant to which options covering an aggregate of ten million (10,000,000) shares of the Common Stock of Emerson Electric Co. (the "Company") may be granted to key employees of the Company and its subsidiaries; and

WHEREAS, the person to whom this option is granted ("Optionee") is a key employee of the Company or one or more of its divisions, subsidiaries or affiliates (collectively, "Emerson"); and

WHEREAS, the Company desires to grant to Optionee the option to purchase certain shares of its stock under the terms of the Plan, which option is not intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (hereinafter referred to as an "Incentive Stock Option"); and

WHEREAS, Optionee agrees and acknowledges that the grant of said option is valuable consideration; and

WHEREAS, Optionee has executed the attached Notice of Grant of Stock Options and Option Agreement (the "Notice Agreement") verifying Optionee's agreement to and acceptance of all of the terms and conditions set forth in this Nonqualified Stock Option Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the premises, and of the mutual agreements hereinafter set forth, it is covenanted and agreed as follows:

1. Grant Subject to Plan. This option is granted under and is expressly subject to, all the terms and provisions of the Plan, which terms and provisions are incorporated herein by reference. The Compensation Committee ("Committee") of the Board of Directors has been appointed by the Board of Directors, and designated by it, as the Committee to make grants of options.

2. Grant and Terms of Option. Pursuant to action of the Committee, the Company hereby grants to Optionee the option to purchase all or any part of the number of shares of the Common Stock of the Company, par value of $.50 per share ("Common Stock") set forth in the Notice Agreement for a period of ten (10) years from the date hereof, at the purchase price designated in the Notice Agreement; provided, however, the right to exercise such option shall be, and is hereby, restricted so that the shares to which this option relates may not be purchased prior to the Vesting Date assigned to each of the shares as set forth in the Notice Agreement. The foregoing right to exercise is subject to the provisions of Section 6 hereof.

Notwithstanding the foregoing, in the event of a Change of Control (as hereinafter defined) Optionee may purchase 100% of the total number of shares to which this option relates. In no event may this option or any part thereof be exercised after the expiration of ten (10) years from the date hereof. The purchase price of the shares subject to the option may be paid for (a) in cash, (b) in the discretion of the Committee, by tender, either actually or by attestation, to the Company of shares of Common Stock already owned by Optionee and registered in his name or held for his benefit by a registered holder, having a fair market value equal to the cash exercise price of the option being exercised, or (c) in the discretion of the Committee, by a combination of methods of payment specified in clauses (a) and (b), all in accordance with Paragraph 7 of the Plan. No shares of Common Stock may be tendered in exercise of this option if such shares were acquired by Optionee through the exercise of an Incentive Stock Option or an employee stock purchase plan described in Section 423 of the Internal Revenue Code of 1986, as amended, unless (a) such shares have been held by Optionee for at least one (1) year, and (b) at least two (2) years have elapsed since such Incentive Stock Option was granted. For the purposes of this Agreement, a Change of Control means:

(i) The purchase or other acquisition (other than from the Company) by any person, entity or group of persons, within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the “1934 Act”) (excluding, for this purpose, the Company or its subsidiaries or any employee benefit plan of the Company or its subsidiaries), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 20% or more of either the then-outstanding shares of Common Stock or the combined voting power of the Company’s then-outstanding voting securities entitled to vote generally in the election of directors; or

(ii) Individuals who, as of the date hereof, constitute the Board of Directors of the Company (the “Board” and, as of the date hereof, the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board, provided that any person who becomes a director subsequent to the date hereof whose election, or nomination for election by the Company’s shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board (other than an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of directors of the Company, as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the 1934 Act) shall be, for purposes of this section, considered as though such person were a member of the Incumbent Board; or

(iii) Approval by the stockholders of the Company of a reorganization, merger or consolidation, in each case with respect to which persons who were the stockholders of the Company immediately prior to such reorganization, merger or consolidation would not, immediately thereafter, own more than 50% of, respectively, the common stock and the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated corporation’s then-outstanding voting securities, or of a liquidation or dissolution of the Company or of the sale of all or substantially all of the assets of the Company.

3. Anti-Dilution Provisions. In the event that, during the term of this Agreement, there is any change in the number of shares of outstanding Common Stock by reason of stock dividends, recapitalizations, mergers, consolidations, split-offs, split-ups, combinations or exchanges of shares and the like, the number of shares covered by this option agreement and the price thereof shall be adjusted, to the same proportionate number of shares and price as in this original agreement.

4. Investment Purpose. If the shares subject to the Plan are not registered under the Securities Act of 1933, Optionee acknowledges that a restrictive legend, in substantially the following form, will be printed on the certificates representing the shares acquired by Optionee on exercise of all or any part of this option:

> "The shares represented by this certificate have not been registered under the Securities Act of 1933, but have been issued or transferred to the registered owner pursuant to the exemption afforded by Section 4(2) of said Act. No transfer or assignment of these shares by the registered owner shall be valid or effective, and the issuer of these shares shall not be required to give any effect to any transfer or attempted transfer of these shares, including without limitation, a transfer by operation of law, unless (a) the issuer shall have received an opinion of its counsel that the shares may be transferred without requirement of registration under said Act, or (b) there shall have been delivered to the issuer a 'no-action' letter from the staff of the Securities and Exchange Commission, or (c) the shares are registered under said Act."

5. Non-Transferability. Neither the option hereby granted nor any rights thereunder or under this Agreement may be assigned, transferred or in any manner encumbered except by will or the laws of descent and distribution, and any attempted assignment, transfer, mortgage, pledge or encumbrance except as herein authorized, shall be void and of no effect. The option may be exercised during Optionee's lifetime only by Optionee.

6. Termination of Employment. In the event that notice of employment termination is provided by Optionee, which notice shall be deemed for purposes of the Plan as termination of employment of Optionee, or in the event of the termination of employment of Optionee for any reason, other than by death which is subject to Section 7 herein, the Plan shall govern whether and the extent to which the option granted may be exercised. For purposes of this Section, a divestiture by the Company of 100% of its interest in Optionee's employer shall constitute a termination of employment of Optionee.

7. Death of Optionee. In the event of the death of Optionee while Optionee is employed by Emerson or after termination of employment to the extent an option is still exercisable under Section 6 of this Agreement, the option theretofore granted may be exercised, to the extent exercisable at the date of death, by a legatee or legatees under the option holder's last will, or by personal representatives or distributees, at any time within a period of one (1) year after death, but not after ten (10) years from the date of granting thereof.

8. Shares Issued on Exercise of Option. It is the intention of the Company that on any exercise of this option it will transfer to Optionee shares of its authorized but

unissued stock or transfer Treasury shares, or utilize any combination of Treasury shares and authorized but unissued shares, to satisfy its obligations to deliver shares on any exercise hereof.

9. Committee Administration. This option has been granted pursuant to a determination made by the Committee, and such Committee or any successor or substitute committee authorized by the Board of Directors or the Board of Directors itself, subject to the express terms of this option, shall have plenary authority to interpret any provision of this option and to make any determinations necessary or advisable for the administration of this option and the exercise of the rights herein granted, and may waive or amend any provisions hereof in any manner not adversely affecting the rights granted to Optionee by the express terms hereof.

10. Option Not An Incentive Stock Option. The option granted hereunder is not intended to be, and will not be treated as, an Incentive Stock Option.

11. No Contract of Employment. Nothing contained in this Agreement shall be considered or construed as creating a contract of employment for any specified period of time. The employment relationship shall continue to be at the will of both parties, either of which may terminate the employment relationship at any time for any reason.

12. Confidential Information and Inventions.

(a) During Optionee's employment with Emerson and thereafter, Optionee shall keep confidential, and not use or disclose to any third-parties, except as required for Optionee to perform Optionee's employment responsibilities, any confidential, proprietary and/or trade secret information of or relating to Emerson ("Confidential Information"). All Emerson records, documents and information obtained by or provided to Optionee, or to which Optionee has or had access, or otherwise made, produced or compiled by Optionee during Optionee's employment with Emerson, which contain any Confidential Information, regardless of the medium in which it is preserved, are the sole and exclusive property of Emerson and shall be given to Emerson at Emerson's request or upon Optionee's departure from Emerson.

(b) All ideas, inventions, discoveries, patents, and patent applications (together with all reissuances, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof, and any and all disclosures relating thereto), technology, copyrights, derivative works, trademarks, service marks, improvements, developments, trade secrets, other intellectual property and the like, which are developed, conceived, created, discovered, learned, produced and/or otherwise generated by Optionee, whether individually or otherwise, during Optionee's employment with Emerson, whether or not during working hours, that relate to (i) the business and/or activities of Emerson or which may be of interest to Emerson in its business, (ii) Emerson's anticipated research or development, or (iii) any work performed by Optionee for Emerson, shall be the sole and exclusive property of Emerson, and Emerson shall own any and all right, title and interest to such. Optionee assigns and agrees to assign any and all of the foregoing to Emerson, whenever requested to do so by Emerson, at Emerson's expense, and Optionee agrees to execute any and all applications, assignments or other instruments which Emerson deems desirable or necessary to protect such interests. Optionee shall prepare, keep and maintain detailed and current dated and witnessed records of all of Optionee's inventions, and shall disclose the details of such inventions to Emerson.

13. Restrictions. During Optionee's employment with Emerson and for twelve (12) months after the later of Optionee's last day of employment with Emerson or any exercise of this option, Optionee will not, directly or indirectly, on Optionee's own behalf or on behalf of anyone else, (a) compete, or assist in any activity which competes, with the business of Emerson in which Optionee was employed or involved, or regarding which Optionee had any Confidential Information, at any time during Optionee's final two (2) years of employment, (b) solicit, encourage to leave employment, hire, or assist anyone else to solicit, encourage to leave employment or hire, any Emerson employee, or (c) induce or attempt to induce, or assist anyone else to induce or attempt to induce, in competition against Emerson, any customer of Emerson regarding which Optionee had any Confidential Information at any time during Optionee's final two (2) years of employment, to divert its business from, or reduce or discontinue its business with, Emerson. Nothing in this Section 13, however, shall prevent Optionee from (x) owning 2% or less of the outstanding equity securities of a publicly traded entity, or (y) performing his employment duties and responsibilities for and on behalf of Emerson.

14. Severability. Any word, phrase, clause, sentence or other provision hereof which violates or is prohibited by any applicable law, court decree or public policy shall be modified as necessary to avoid the violation or prohibition and so as to make this Agreement enforceable as fully as possible under applicable law, and if such cannot be so modified the same shall be ineffective to the extent of such violation or prohibition without invalidating or affecting the remaining provisions hereof.

15. Governing Law. This Agreement is made in and shall be construed and administered in accordance with the laws of the State of Missouri, without regard to conflicts of law principles which might otherwise be applied. Any litigation arising out of, in connection with or concerning any aspect of this Agreement shall be conducted exclusively in the State or Federal courts in the State of Missouri, and Optionee hereby consents to the exclusive jurisdiction of said courts.

16. Remedies.

(a) If Optionee breaches or threatens to breach Section 12, 13 and/or 15 of this Agreement, the Company shall be entitled to injunctive relief enforcing this Agreement in addition to any other legal or equitable rights and remedies it may have. The Company in its sole discretion shall also be entitled to recover from Optionee, in lieu of enforcing Section 13(a) through injunctive relief, the excess of the fair market value of shares subject to any options which have been exercised in the preceding twelve (12) months (or any parts thereof which have been exercised) as of the date of such exercise, over the option price. Optionee shall pay such amount to the Company not later than ten (10) days after the Company has provided Optionee with notice thereof.

(b) The Company's subsidiaries and affiliates are express third party beneficiaries of Sections 12 through 16 of this Agreement.

17. Existing Agreements. Optionee's obligations under Sections 12 through 16 of this Agreement are in addition to, and do not supersede, Optionee's obligations under any other agreements that Optionee may have.

Exhibit 10.3

C E R T I F I C A T E

EMERSON ELECTRIC CO.

______ PERFORMANCE SHARES PROGRAM

THIS CERTIFIES that **«FULL_NAME»** is entitled to be a participant in Emerson Electric Co.'s _____ Performance Shares Program under the 2006 Incentive Shares Plan approved and adopted by the Board of Directors on November 1, 2005 and approved by the Stockholders on February 7, 2006, and has been awarded **«AWARD_NAME» («AWARD_NUMBER»)** Units, all in accordance with the terms and provisions of said Plan.

Dated this ____ day of ________, 20__.

Approved by the Compensation Committee

EMERSON

INTRA-COMPANY CORRESPONDENCE

TO: Cynthia G. Heath
FROM: «FULL_NAME»
DATE: __________, 2011
FILE: 201__ PERFORMANCE SHARES PROGRAM AWARD
SUBJECT: Acceptance of Award

This is to advise that in consideration of the Compensation Committee's award of Performance Units in the [201__] Performance Shares Program under the 2006 Incentive Shares Plan (the "Plan"), (1) I accept such participation upon the terms contained in the Award Certificate and the attached Plan document, and (2) I agree that during my employment by Emerson Electric Co. or any of its divisions, subsidiaries or affiliates (collectively, "Emerson"), and for a period of two (2) years immediately after termination of such employment for any reason, I will not directly or indirectly, regardless of whether any payment has been made to me under the Plan, (a) compete against, or enter the employ of or assist any person, firm, corporation or other entity in a business that competes against, any business of Emerson in which I was employed, (b) compete against any such Emerson business by soliciting or pursuing its customers, or (c) solicit or hire any Emerson employees. Emerson shall be entitled to all rights and remedies available at law or equity for any breach or threatened breach of this agreement, including a return of all Performance Units and shares issued under the Plan, damages and injunctive relief. I also agree Missouri law governs this agreement without regard to any conflicts of laws principles and consent to resolve any disputes exclusively in the courts in the state of Missouri.

I acknowledge I have read and understand the above, the Plan and Program Highlights and agree to the terms of the award as set forth therein.

______________________	«FULL_NAME»
Date	
	______________________
	Signature

EMERSON ELECTRIC CO.

TO:
FROM: Compensation Committee (the "Committee")
DATE:
FILE: 2006 Incentive Shares Plan (the "Plan")
RE: Award of Restricted Shares

The Committee has awarded to you __________ (_____) Restricted Shares ("Shares") under the terms of the Plan. This award is subject to all the terms of the Plan, a copy of which has been delivered to you. The Restriction Period applicable to these Shares is ________ (__) years from the date hereof.

The following are additional terms, conditions and provisions applicable to this award:

1. Your rights in regard to these Shares are not vested, and you understand and agree, by your signature to this agreement, that your entire interest in these Shares may be forfeited if you fail to remain in the employ of Emerson Electric Co. ("Emerson Electric") or any of its divisions, subsidiaries or affiliates (collectively, "Emerson") for the full term of the Restriction Period or in the event of any failure of any of the terms or conditions attached to this award and set out in the Plan or in this Agreement.

2. Specifically, the Shares shall not vest until the expiration of the Restriction Period and shall be wholly forfeited in the event of your resignation or discharge prior to such time; provided, however, in the event of any termination on account of death or any disability which in the determination of the Committee prevents your continued employment by Emerson, the award of Shares will be prorated for your period of service during the Restriction Period and, provided you are not otherwise in default hereunder, you or your estate will receive such prorated number of Shares free of any restriction; provided further, however, in the event of a termination of your employment prior to the expiration of the Restriction Period, other than on account of

your death or disability, the Committee, in its absolute discretion, may make such pro rata or other payment (or no payment) as it may determine.

3. During the Restriction Period the Shares will be evidenced by a certificate issued in your name, but such certificate will not be delivered to you and shall be held by Emerson until the expiration of the Restriction Period or until earlier forfeiture. During the Restriction Period (and prior to any forfeiture), your rights in respect of the Shares shall be as follows.

(i) You will be entitled to receive cash dividends when paid on the Shares and you will be entitled to vote the Shares.

(ii) During the Restriction Period you shall not be entitled to delivery of any stock certificate evidencing the Shares.

(iii) The certificates for the Shares may have imprinted thereon such restrictive legends, and such stop-transfer orders, dividend payment orders and such other orders as may be given in respect thereof by the Committee as it may determine in its sole discretion.

(iv) During the Restriction Period you may not sell, transfer, pledge, exchange, hypothecate or otherwise dispose of any of the Shares.

(v) Stock dividends paid on the Shares shall not be paid to you but shall be held by Emerson on the same terms as the Shares on which they were paid; provided, however, the Committee in its discretion may direct the payment of any such stock dividends directly to you, free of the restriction imposed by this Agreement.

4. You understand that this award is confidential and that the dissemination of any information concerning the fact of this award or of any information relating to this award to any person or persons within or without Emerson (including its officers and any of your superiors or subordinates) would be, or might be, injurious to the interests of Emerson. Accordingly, you agree that you will maintain in confidence

and will reveal to no one the fact that you have received this award or any information concerning this award, except as you may be required by law to make any such disclosure. You further agree that any breach of this agreement of confidentiality (before or after the Restriction Period) will constitute good cause for the termination of your employment by Emerson. You further understand that if such breach occurs during the Restriction Period applicable to the Shares, Emerson may cause your right to such Shares to be forfeited forthwith.

5. By your acceptance of this award you agree that should your employment with Emerson terminate for any reason (either before or after the Restriction Period), you will not directly or indirectly, for a period of two years immediately following your last day of employment with Emerson, (a) compete against, or enter the employ of or assist any person, firm, corporation or other entity in a business that competes against, any business of Emerson in which you were employed, (b) compete against any such Emerson business by soliciting or pursuing its customers, or (c) solicit or hire any Emerson employees. Emerson shall be entitled to all rights and remedies available at law or equity for any breach or threatened breach pertaining to this Agreement, including a return of all Shares issued, damages and injunctive relief.

6. At the end of the Restriction Period, the Shares which have not been forfeited, together with any cash held on account of dividends on such Shares, shall be delivered to you, except that Emerson shall withhold sufficient Shares and cash to enable it to satisfy its federal, state and local tax withholding obligations.

7. This Agreement shall be executed and delivered by you in the City or County of St. Louis, Missouri and shall be governed by Missouri law without regard to conflicts of laws principles. You consent to resolve any disputes exclusively in the courts in the state of Missouri.

Counsel for Emerson has advised that in the opinion of such counsel,

(i) The receipt of this award does not constitute taxable income to you. Any cash dividends which are paid to you on the Shares will constitute taxable income to you when received. At such time as the restrictions on the Shares are released or satisfied and your right to the Shares becomes non-forfeitable, you will have taxable income in an amount equal to the then fair market value of the Shares.

(ii) If you are a director or officer of Emerson Electric subject to the requirement of filing reports under Section 16(a) of the Securities Exchange Act of 1934 upon changes in your beneficial ownership of shares of Emerson Electric's Common Stock, you must report the award of Restricted Shares on Form 4, Statement of Changes in Beneficial Ownership not later than two (2) business days after the date of the award.

This award agreement is dated _________________, has been executed and delivered by the parties hereto in St. Louis City or County, State of Missouri.

____

For the Committee

Acknowledgment

The undersigned, _______________, grantee of the award of Shares pursuant to this Agreement, hereby accepts said award on the terms, conditions and provisions contained in the Plan and in this Agreement. The undersigned acknowledges receipt of a copy of the Plan and understands that his rights in respect of the Shares may be forfeited as provided in the Plan and in this Agreement.

Dated ______________________, 201_

____

Awardee

Exhibit 10.5

Summary of Changes to Compensation Arrangements
With Non-Management Directors

As previously disclosed, each non-management Director is currently paid an annual retainer, a portion of which is paid in cash and a portion of which is paid in restricted stock. The cash portion of the annual retainer, which is paid in cash on a monthly basis, was increased from \$70,000 to \$80,000, effective October 15, 2011. The amount of the annual retainer paid in restricted stock was increased from \$115,000 to \$125,000 effective as of the Company's Annual Meeting of Stockholders in February 2012. For additional information regarding compensation arrangements with the Company's non-management Directors, please see Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2007, which is incorporated by reference herein.

Exhibit 12

EMERSON ELECTRIC CO. AND SUBSIDIARIES
COMPUTATION OF THE RATIO OF EARNINGS TO FIXED CHARGES
(Dollars in Millions)

	Year Ended September 30,					Quarter Ended Dec 31,
	2007	2008	2009	2010	2011	2011
Earnings:						
Earnings from continuing operations						
before income taxes	$ 3,107	3,645	2,450	2,879	3,631	553
Fixed charges	356	351	362	398	370	93
Earnings, as defined	$ 3,463	3,996	2,812	3,277	4,001	646
Fixed Charges:						
Interest Expense	$ 261	244	244	280	246	62
One-third of all rents	95	107	118	118	124	31
Total fixed charges	$ 356	351	362	398	370	93
Ratio of Earnings to Fixed Charges	9.7X	11.4X	7.8X	8.2X	10.8X	6.9X

Exhibit 31

Certification

I, D. N. Farr, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Emerson Electric Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2012

/s/ D. N. Farr
D. N. Farr
Chairman of the Board and
Chief Executive Officer
Emerson Electric Co.

Certification

I, F. J. Dellaquila, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Emerson Electric Co.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 8, 2012

/s/ F. J. Dellaquila

F. J. Dellaquila
Senior Vice President and
Chief Financial Officer
Emerson Electric Co.

Exhibit 32

CERTIFICATION PURSUANT TO
EXCHANGE ACT RULE 13a-14(b) AND
18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Emerson Electric Co. (the "Company") on Form 10-Q for the period ended December 31, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, D. N. Farr, certify, to the best of my knowledge, pursuant to Exchange Act Rule 13a-14(b) and 18 U.S.C. Section 1350, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ D. N. Farr

D. N. Farr
Chairman of the Board and
Chief Executive Officer
Emerson Electric Co.
February 8, 2012

CERTIFICATION PURSUANT TO
EXCHANGE ACT RULE 13a-14(b) AND
18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Emerson Electric Co. (the "Company") on Form 10-Q for the period ended December 31, 2011, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, F. J. Dellaquila, certify, to the best of my knowledge, pursuant to Exchange Act Rule 13a-14(b) and 18 U.S.C. Section 1350, that:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ F. J. Dellaquila
F. J. Dellaquila
Senior Vice President and
Chief Financial Officer
Emerson Electric Co.
February 8, 2012