

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 3, 2011

MANPOWER INC.

(d/b/a ManpowerGroup)

(Exact name of registrant as specified in its charter)

Wisconsin (State or other jurisdiction of incorporation)	1-10686 (Commission File Number)	39-1672779 (IRS Employer Identification No.)
100 Manpower Place Milwaukee, Wisconsin (Address of principal executive offices)		53212 (Zip Code)

Registrant's telephone number, including area code: (414) 961-1000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Securities Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Definitive Material Agreement

In connection with the ratification of the appointments of William Downe and Patricia Hemingway Hall to serve as Class II directors of Manpower Inc. (d/b/a ManpowerGroup) (the "Company") at our Annual Meeting of Shareholders on May 3, 2011 (the "2011 Annual Meeting"), the Company will enter into indemnification agreements with both Mr. Downe and Ms. Hemingway Hall, effective as of May 3, 2011, which will be in substantially the same form as the indemnification agreements entered into by the Company with each of the Company's other outside directors. The description of the indemnification agreement is contained in the Company's Current Report on Form 8-K dated October 31, 2006 and is incorporated by reference herein.

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

At our 2011 Annual Meeting, the shareholders of the Company approved the Corporate Senior Management Annual Incentive Pool Plan (the "Pool Plan"). The purpose of the Pool Plan is to provide for the payment of annual incentive awards to senior executives of the Company participating in the Pool Plan based on the attainment of goals relating to the Company's financial performance. The Pool Plan will replace the Corporate Senior Management Annual Incentive Plan beginning in 2012. Senior executives designated by the Executive Compensation and Human Resources Committee of our Board of Directors (the "Committee") will be eligible to participate in the Pool Plan beginning in 2012.

The Pool Plan provides for the payment of annual incentive awards to a participant based on the Company's attainment of any one or more of the following financial measures, which where applicable, (i) may be applied on an absolute or relative basis, (ii) may be valued on a growth or fixed basis, and (iii) may be applied on a company-wide, business segment, or individual basis:

- Net Income
- Revenue
- Earnings per share diluted
- Return on investment
- Return on invested capital
- Return on equity
- Return on net assets
- Shareholder returns (either including or excluding dividends) over a specified period of time
- Financial return ratios
- Cash flow
- Amount of expense
- Economic profit
- Gross profit
- Gross profit margin percentage
- Amount of indebtedness
- Debt ratios
- Earnings before interest, taxes, depreciation or amortization (or any combination thereof)
- Attainment by a share of a specified market price for a specified period of time
- Customer satisfaction survey results
- Employee satisfaction survey results
- Strategic business criteria, consisting of one or more objectives based on achieving specified revenue, market penetration, or geographic expansion goals, or cost targets, or goals relating to acquisitions or divestitures, or any combination of the foregoing

The goals and award opportunities for attainment of the goals are established at the beginning of each year by the Committee. The annual incentive awards can be expressed as an individual award amount for each participant of the Pool Plan or as a percentage of one or more bonus pools. At the time the performance goals are established, the Committee will establish an objective formula or standard for computing the amount of the award payable to each participant.

Based on the attainment of the performance goal, a maximum amount (either a pool or individual maximum amounts) will be established. Under the Pool Plan, the Committee has the discretion to reduce each participant's award to an amount lower than their respective share of the bonus pool (or lower than their individual amounts, if a pool is not used). Depending upon the actual performance of the Company for the year as measured against these goals, the participating executive would be paid a cash incentive award following the close of the year. The maximum award a participating executive may receive for any year under the arrangement is \$5 million.

The Pool Plan is subject to variation with regard to the goals assigned to each participating executive and the relative weight assigned to the goals in establishing award opportunities from year to year and among participating executives.

The amount, if any, which may be received by the Company's senior executives under the Pool Plan are not yet determinable.

The Pool Plan may be amended in any manner without shareholder approval. Certain amendments may, under Section 162(m) of the Internal Revenue Code, affect the deductibility of payments under the Plan to participating executives.

The foregoing description of the Pool Plan is qualified in its entirety by reference to the Pool Plan attached as Appendix C to the Proxy Statement on Schedule 14A filed on March 23, 2011 in connection with the 2011 Annual Meeting, which is incorporated herein by reference.

Also at our 2011 Annual Meeting, the shareholders of the Company approved the 2011 Equity Incentive Plan of Manpower Inc. (the "2011 Plan"). The Plan provides for the following types of awards to our employees and non-employee members of our Board of Directors:

- Nonstatutory stock options,
- Incentive stock options,
- Restricted stock,
- Restricted stock units,

- Performance share units,
- Stock appreciation rights, and
- Deferred stock.

Under the 2011 Plan, the maximum number of shares which may be issued is 3,000,000 shares of common stock. The maximum number of shares that may be issued under the 2011 Plan pursuant to the grant of restricted stock and pursuant to the settlement of restricted stock units, performance share units or shares of deferred stock granted is 1,875,000 shares.

The foregoing description of the 2011 Plan is qualified in its entirety by reference to the 2011 Plan attached as Appendix D to the Proxy Statement on Schedule 14A filed on March 23, 2011 in connection with the 2011 Annual Meeting, which is incorporated herein by reference.

On May 3, 2011 our Board of Directors approved an amendment to the Terms and Conditions Regarding the Grant of Awards to Non-Employee Directors Under the 2003 Equity Incentive Plan (the “Terms and Conditions”), to provide that the Terms and Conditions will apply to the grant of awards to our non-employee directors under the 2011 Plan. The Terms and conditions as amended are otherwise the same as the Terms and Conditions as described in the Company’s Current Report on Form 8-K dated February 25, 2011, which description is incorporated by reference here in.

The foregoing description of the Terms and Conditions as amended does not purport to describe all of the terms of the Terms and Conditions as amended and is qualified by reference to the full text of that document, a copy of which is attached to this report as Exhibit 10.3 and incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders

At our 2011 Annual Meeting, our shareholders voted on proposals to: (1) elect four individuals nominated by the Board of Directors of the Company to serve until 2014 as Class III directors; (2) ratify the appointment of William Downe to serve until 2013 as a Class II director; (3) ratify the appointment of Patricia A. Hemingway Hall to serve until 2013 as a Class II director; (4) ratify the appointment of Deloitte & Touche LLP as our independent auditors for 2011; (5) approve the Pool Plan; and (6) approve the 2011 Plan. In addition, the shareholders voted on two advisory votes including: (1) an advisory vote on the compensation of our named executive officers and (2) an advisory vote on the frequency of the vote on the compensation of our named executive officers. The final voting results on these proposals are as follows:

	<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>	
1. a) Election of Cari M. Dominguez	69,354,631	2,138,843	10,759	2,628,672	
b) Election of Roberto Mendoza	70,148,879	1,344,607	10,746	2,628,672	
c) Election of Elizabeth P. Sartain	69,360,996	2,131,358	11,880	2,628,672	
d) Election of Edward J. Zore	65,450,727	6,038,225	15,281	2,628,672	
2. Ratification of the appointment of William Downe to serve until 2013 as a Class II director	71,325,399	162,687	16,148	2,628,672	
3. Ratification of the appointment of Patricia A. Hemingway Hall to serve until 2013 as a Class II director	71,331,487	157,391	15,355	2,628,672	
4. Ratification of the appointment of Deloitte & Touche LLP as our independent auditors for 2011	73,955,943	161,455	15,508	-	
5. Approval of the Pool Plan	65,383,502	5,007,731	1,113,000	2,628,672	
6. Approval of the 2011 Plan	61,965,788	8,388,960	1,149,485	2,628,672	
7. Advisory vote on the compensation of our named executive officers	56,950,524	13,440,557	1,113,152	2,628,672	
8. Advisory vote on the frequency of the vote on the compensation of our named executive officers	<u>One Year</u> 59,943,607	<u>Two Years</u> 54,530	<u>Three Years</u> 10,362,311	<u>Abstain</u> 1,143,786	<u>Broker Non-Votes</u> 2,628,672

Item 9.01.**Exhibits.****Exhibit No. Description**

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|------|---|
| 10.1 | Manpower Inc. Corporate Senior Management Annual Incentive Pool Plan, incorporated by reference to Appendix C to the Proxy Statement on Schedule 14A filed on March 23, 2011in connection with the 2011 Annual Meeting of the Shareholders of Manpower Inc. |
| 10.2 | 2011 Equity Incentive Plan of Manpower Inc., incorporated by reference to Appendix D to the Proxy Statement on Schedule 14A filed on March 23, 2011in connection with the 2011 Annual Meeting of the Shareholders of Manpower Inc. |
| 10.3 | Terms and Conditions Regarding the Grant of Awards to Non-Employee Directors Under the 2011 Equity Incentive Plan |
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SIGNATURES

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 hereunto duly authorized.

MANPOWER INC.

Dated: May 5, 2011

By: /s/ Kenneth C. Hunt
Kenneth C. Hunt
Senior Vice President, General Counsel and
Secretary

EXHIBIT INDEX

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10.3	Terms and Conditions Regarding the Grant of Awards to Non-Employee Directors Under the 2011 Equity Incentive Plan

MANPOWER INC.
(d/b/a ManpowerGroup)

**Terms and Conditions Regarding the Grant of Awards
to Non-Employee Directors under the 2011 Equity Incentive Plan**

(Amended and Restated Effective February 16, 2011)

1. Definitions

Unless the context otherwise requires, the following terms shall have the meanings set forth below:

- (a) "Average Trading Price" shall mean, with respect to any period, the average of the Market Prices on the last trading day of each full or partial calendar quarter included within such period.
- (b) An "Election Period" shall mean a period of time (i) beginning on January 1 of any year with respect to an individual serving as a Director as of that date and, with respect to an individual becoming a Director after January 1 of any year, the date the Director first becomes a Director and thereafter January 1 of any year and (ii) ending on (but including) the earlier of the date of termination of a Director's tenure as a Director or the next succeeding December 31.
- (c) "Equity Plan" shall mean the 2011 Equity Incentive Plan of Manpower Inc.
- (d) "Retainer" shall mean the annual cash retainer and the additional cash retainer for committee chairs payable to a Director as established from time to time by the Board of Directors; provided, however, that the term "Retainer" shall not include that portion of the annual cash retainer as to which a right exists to make an election under, or for which a prior election is in effect under, the Terms and Conditions Regarding the Grant of Options in Lieu of Cash Directors Fees to Non-Employee Directors Under 2011 Equity Incentive Plan of Manpower Inc. (the "Option Terms") or the Procedures Governing the Grant of Options to Non-Employee Directors Under the 1994 Executive Stock Option and Restricted Stock Plan of Manpower Inc. (the "Option Procedures").

Any capitalized terms used below which are not otherwise defined above will have the meanings assigned to them in the Equity Plan.

2. Right to Elect Deferred Stock in Lieu of Retainer.

At the beginning of each Election Period, a Director may elect to receive, in lieu of the Retainer to which he or she would otherwise be entitled for that Election Period, Deferred Stock granted in accordance with the following. The election shall cover 50 percent, 75 percent or 100 percent of the Retainer payable to the Director for the Election Period. To be effective, the election must be made by notice in writing received by the Secretary of the Company (i) on or before the December 31 immediately preceding the beginning of the Election Period for an individual serving as a on such date, and (ii) on or before the tenth business day after the date the Director becomes a Director for an individual becoming a Director during a calendar year. Any such election made by a Director within 10 business days after becoming a Director shall only apply to that portion of the Retainer that is attributable to services performed by the Director subsequent to the date of the election. The number of shares of Deferred Stock granted shall equal (i) the elected percentage of the amount of the Retainer payable to the Director for the Election Period to which the election relates (not including any portion of the Retainer attributable to services performed prior to the date of election for an electing Director who becomes a Director during the year), divided by (ii) the Average Trading Price for that Election Period (rounded to the nearest whole share). Such Deferred Stock shall be granted, automatically and specifically without further action of the Board of Directors, on the first day immediately following the last day of such Election Period and will be fully vested on that date.

3. Annual Grant of Deferred Stock or Restricted Stock.

- (a) *Grant of Deferred Stock.* Each individual serving as a Director on the first day of each calendar year shall be granted on that day, automatically and specifically without further action of the Board of Directors, a number of shares of Deferred Stock equal to \$105,000 divided by the Market Price on the last trading day of the immediately preceding year (rounded to the nearest whole share). Such Deferred Stock shall vest in equal installments on the last day of each calendar quarter during the year in which granted. Each individual becoming a Director during a calendar year shall be granted, automatically and specifically without further action of the Board of Directors, a number of shares of Deferred Stock equal to (i) \$105,000 multiplied by a fraction, the numerator of which is the number of days after the date the Director becomes a Director through the next December 31, and the denominator of which is 365, (ii) divided by the Market Price on the last trading day prior to the date of grant (rounded to the nearest whole share). The date of grant of such Deferred Stock shall be the date the Director becomes a Director. Such Deferred Stock shall vest as follows: on the last day of the calendar quarter during which the Director becomes a Director, a number of shares of such Deferred Stock shall vest equal to the total number of shares granted multiplied by a fraction, the numerator of which is the number of days after the date the Director becomes a Director through the last day of the quarter during which the Director becomes a Director, and the denominator of which is the number of days after the date the Director becomes a Director through the next December 31, and thereafter the balance of the shares of such Deferred Stock (if any) shall vest in equal installments on the last day of each remaining calendar quarter during the year. Shares of Deferred Stock granted under this paragraph will not vest if the Director is no longer a member of the Board of Directors on the vesting date, and any shares of Deferred Stock held by a Director which remain unvested at the time the Director ceases to be a member of the Board of Directors shall be forfeited.
- (b) *Alternative Grant of Restricted Stock.* Instead of receiving a grant of Deferred Stock under this paragraph 3, a Director shall have the right to elect to receive a number of shares of Restricted Stock equal to the number of shares of Deferred Stock the Director would otherwise have been granted. To be effective, such election must be made by notice in writing received by the Secretary of the Company (i) on or before December 31 of the immediately preceding year for an individual serving as a Director on the first day of any calendar year, and (ii) on or before the tenth business day after the date the Director becomes a Director for an individual becoming a Director during a calendar year. Any such election to receive Restricted Stock made by a Director within 10 business days after becoming a Director during a calendar year shall only apply to that portion of the Deferred Stock the Director would otherwise have received that is attributable to services performed by the Director in and after the first full calendar quarter subsequent to the date of the election and subsequent calendar

quarters during the same calendar year. The date of grant of such Restricted Stock shall be the first day of the full calendar quarter beginning subsequent to the date of the election, and such Restricted Stock shall vest on the same basis as such Deferred Stock would have vested. Where an election to receive Restricted Stock is made by a Director within 10 business days after becoming a Director during a calendar year, the Director shall receive a grant of Deferred Stock equal to that number of shares of Deferred Stock the Director would otherwise have received attributable to services performed by the Director between the date the Director becomes a Director and the last day of the calendar quarter in which the election is made.

4. Deferred Stock: General Provisions

- (a) *Distribution of Shares.* The Company shall settle Deferred Stock granted under these Terms and Conditions in Shares. Shares shall be distributed in respect of such Deferred Stock (but only to the extent vested, as rounded to the nearest whole Share) on the earlier of the third anniversary of the date of grant (the "Fixed Distribution Date") or, upon a Director ceasing to be a member of the Board of Directors, within 30 days after the date of such cessation. However, a Director holding Deferred Stock granted under these Terms and Conditions shall have the right to extend the Fixed Distribution Date (any such extended date or further extended date as provided below is also referred to below as the "Fixed Distribution Date") by a period of five years or more for each such extension provided in each case the election to extend the Fixed Distribution Date is made by notice in writing delivered to the Secretary of the Company more than 12 months before the then existing Fixed Distribution Date. Notwithstanding the foregoing, if a distribution of Shares under this paragraph would otherwise occur outside of a "Trading Window" (as defined in the Manpower Inc. Statement of Policy on Securities Trading), then the Company may delay the distribution of such Shares until the beginning of the next Trading Window.
- (b) *Dividends and Distributions.* On the first day of each calendar year, each Director shall be granted, automatically and specifically without further action of the Board of Directors, a number of shares of Deferred Stock equal to (i) the aggregate amount of dividends (or other distributions) which would have been received by the Director during the immediately preceding year if the Deferred Stock held by the Director (whether or not vested) on the record date of any such dividend or distribution had been outstanding common stock of the Company on such date, (ii) divided by the Average Trading Price for the preceding calendar year (rounded to the nearest whole share). Notwithstanding the foregoing, a Director who ceases to be a member of the Board of Directors shall be granted, automatically and specifically without further action of the Board of Directors, on the day following the date of such cessation, a number of shares of Deferred Stock equal to (i) the total amount of dividends which would have been received by the Director during the year in which termination occurs if the Deferred Stock held by the Director (whether or not vested) on the record date of any such dividend had been outstanding common stock of the Company on such date, (ii) divided by the Average Trading Price for the period from January 1 of such year through the date of such cessation (rounded to the nearest whole share). In the event of any distribution other than cash, the foregoing shall be applied based on the fair market value of the property distributed. Additional shares of Deferred Stock granted under this subparagraph 4(b) shall be settled and Shares distributed in respect of such Deferred Stock at the same time as the Deferred Stock to which the dividends and distributions relate.

5. Other Provisions

- a. These amended and restated Terms and Conditions shall become effective on February 16, 2011, and effective on that date shall supersede and replace the amended and restated Terms and Conditions Regarding the Grant of Awards to Non-Employee Directors under the 2011 Equity Incentive Plan in effect immediately prior thereto..
- b. For the year 2011, the incremental amounts of annual grant, cash retainer and additional cash retainer for committee chairs resulting from the amendment and restatement of the Compensation for Non-Employee Directors Program effective on February 16, 2011 shall be prorated by multiplying the incremental amounts by a fraction the numerator of which is 319 (the number of days from and including February 16, 2011 through December 31, 2011) and the denominator of which is 365.

The resulting amounts for 2011 including prorated incremental amounts are:

Annual Grant	\$104,370
Annual Cash Retainer	\$ 73,110
Additional Cash Retainer for Committee Chair	
Executive Compensation and Human Resources	\$ 14,370
Committee Chair	
Nominating and Governance Committee Chair	\$ 12,185

The grant date shall be February 16, 2011 for Deferred Shares or Restricted Shares granted in connection with the prorated incremental annual grant amount.

6. Application of Plan.

Except as otherwise provided in these Terms and Conditions, the Equity Plan shall apply to any Deferred Stock granted pursuant to these Terms and Conditions.