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): February 14, 2006

MANPOWER INC.
(Exact name of registrant as specified in its charter)

Wisconsin	1-10686	39-1672779
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

5301 North Ironwood Road Milwaukee, Wisconsin	53217
(Address of principal executive offices)	(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 Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry Into a Material Definitive Agreement.

Following is a description of compensation arrangements that were approved by the Executive Compensation Committee of the Board of Directors of Manpower Inc. (the “Company”) on February 14, 2006 for the Company’s “named executive officers” for purposes of the Company’s proxy statement for the 2006 annual meeting of shareholders. Compensation arrangements for the Company’s Chief Executive Officer and Chief Financial Officer were ratified by the Board of Directors under the Company’s policy regarding the compensation of the Company’s executive officers.

2006 Base Salary Increases

The Committee approved an increase in the annual base salary of Barbara Beck, Executive Vice President and Managing Director of EMEA, and Jean-Pierre Lemonnier, Executive Vice President and Managing Director of French Operations, effective January 1, 2006. The Committee did not change the base salaries of the other named executive officers. The base salaries of the named executive officers for 2005 and 2006 are as follows:

Name	Year	Base Salary
Jeffrey A. Joerres	2006	$1,000,000
Chairman, President and Chief Executive Officer	2005	1,000,000
Michael J. Van Handel	2006	500,000
Executive Vice President – Chief Financial Officer and Secretary	2005	500,000
Barbara J. Beck	2006	420,000
Executive Vice President	2005	400,000
Jean-Pierre Lemonnier	2006	405,000
Executive Vice President	2005	375,000
Yoav Michaely	2006	430,000
Executive Vice President	2005	430,000

Establishment of Award Opportunities Under 2002 Corporate Senior Management Incentive Plan

Mr. Joerres and Mr. Van Handel are eligible to receive annual incentive awards under the Company's 2002 Corporate Senior Management Incentive Plan. This annual incentive plan has two components. Under the first component, a participant is entitled to receive a cash award for attaining earnings per share and economic profit goals for the year. The Committee establishes earnings per share and economic profit goals and award opportunities for attaining these goals at the beginning of the year. The second component of the annual incentive plan provides for the payment of a cash award each year based on a participant's achievement of certain operating objectives for the year, as determined by the Committee. The Committee establishes objectives and award opportunities for achieving the objectives at the beginning of the year. Following the close of the year, the Committee determines whether the performance criteria have been achieved and, if so, the amount of the award earned. The bonus is calculated based on actual performance as compared to the performance goals for each indicator. The total bonus is equal to the sum of the amounts determined separately for each indicator. The bonus payable to Mr. Joerres (as a percentage of his 2006 base salary) for 2006 based on achievement of threshold, target or outstanding performance goals under each performance criterion are as follows:

	Bonus as a Percentage of 2006 Base Salary		
	Threshold	Target	Outstanding
EPS Goal	15%	60%	120%
Economic Profit Goal	15%	60%	120%
Operating Objectives	0%	30%	60%
Total	30%	150%	300%

The bonus payable to Mr. Van Handel (as a percentage of his 2006 base salary) for 2006 based on achievement of threshold, target or outstanding performance goals under each performance criterion are as follows:

	Bonus as a Percentage of 2006 Base Salary		
	Threshold	Target	Outstanding
EPS Goal	10%	40%	80%
Economic Profit Goal	10%	40%	80%
Operating Objectives	0%	20%	40%
Total	20%	100%	200%

No cash award will be paid under a performance criterion for performance below threshold.

2002 Corporate Senior Management Incentive Plan Awards for 2005

The Committee approved cash awards to be paid for 2005 to Messrs. Joerres and Van Handel pursuant to the Plan. The Company's performance in 2005 exceeded the "target" earnings per share and economic profit performance goals established by the Committee for that period. The Committee also approved cash awards to Messrs. Joerres and Van Handel for achievement of operating objective performance goals for 2005. In total, Messrs. Joerres and Van Handel received the following cash awards under the Plan for 2005:

Participant	Bonus
Jeffrey A. Joerres	$1,625,000
Michael J. Van Handel	813,000

Bonus Awards to Other Named Executive Officers

The Committee approved the following bonuses for Ms. Beck, Mr. Lemonnier and Mr. Michaely for 2005 based on different bonus arrangements which are described below:

	Bonus
Barbara J. Beck	$341,808 (1)
Jean-Pierre Lemonnier	$122,500 (2)
Yoav Michaely	$366,174 (3)

(1) Ms. Beck's bonus for 2005 was calculated based on performance indicators for the Company's U.S. and Canadian operations and for the Company as a whole. These indicators included adjusted operating unit profit (defined as operating unit profit, less a capital charge for outstanding accounts receivable) for the Company's U.S. and Canadian operations, expense efficiency for the Company's U.S. and Canadian operations, permanent recruitment revenue for the Company's U.S. and Canadian operations, the Company's earnings per share and operating objectives established by the Company's chief executive officer. Each indicator was weighted as determined by the Company's chief executive officer. The bonus was calculated based on actual performance as compared to performance goals for each indicator established by the Company's chief executive officer. The t otal bonus was equal to the sum of the amounts determined separately for each indicator. No cash award was paid under a performance criterion for performance below threshold. If the threshold goal had been met for each performance criterion, Ms. Beck would have received a bonus equal to 25% of her base salary. If the outstanding goal for each component had been met or exceeded, Ms. Beck would have received a bonus equal to a maximum amount of 100% of her base salary. In addition, Ms. Beck was eligible to receive a supplementary cash bonus of up to 20% of her base salary based upon the operating unit profit margin for the Company's U.S. and Canadian operations. The performance criteria and award opportunities for 2006 will be based on performance indicators for the Company's EMEA operations and for the Company as a whole. These indicators include adjusted operating unit profit (defined as operating unit profit less a capital charge for outstanding accounts re ceivable) for the Company's EMEA operations, permanent recruitment revenue for the Company's EMEA operations, expense efficiency for the Company's EMEA operations, the Company's earnings per share and operating objectives established by the Company's chief executive officer. Each indicator is weighted as determined by the Company's chief executive officer. The bonus will be calculated based on actual performance as compared to performance goals for each indicator

established by the Company's chief executive officer. The total bonus will be equal to the sum of the amounts determined separately for each indicator. No cash award will be paid under a performance criterion for performance below threshold. If the threshold goal is met for each performance criterion, Ms. Beck will receive a bonus equal to 25% of her base salary. If the outstanding goal for each component is met or exceeded, Ms. Beck will receive a bonus equal to a maximum amount of 150% of her base salary.

(2) Mr. Lemonnier's bonus for 2005 was calculated based on performance indicators for the Company's France operations and for the Company as a whole. These indicators included adjusted operating unit profit (defined as operating unit profit, less a capital charge) for the Company's France operations, expense efficiency for the Company's France operations, the Company's earnings per share and operating objectives established by the Company's chief executive officer. Each indicator was weighted as determined by the Company's chief executive officer. The bonus was calculated based on actual performance as compared to performance goals for each indicator established each year by the Company's chief executive officer. The total bonus was equal to the sum of the amounts determined separately for each indicator. No cash award was paid under a performance criterion for performance below threshold. If the threshold goal had been met for each performance criterion, Mr. Lemonnier would have received a bonus equal to 25% of his base salary. If the outstanding goal for each component had been met or exceeded, Mr. Lemonnier would have received a bonus equal to a maximum amount of 100% of his base salary. In addition, Mr. Lemonnier was eligible to receive a supplementary cash bonus of up to 20% of his base salary based upon the operating unit profit margin for the Company's France operations. The performance criteria and award opportunities for 2006 will be determined on the same basis as 2005, except that his bonus as a percentage of his base salary will be 150% if the outstanding goal is met for each criterion and the supplementary cash bonus has been eliminated.

(3) Mr. Michaely's bonus for 2005 was calculated based on performance indicators for the Company's EMEA operations and for the Company as a whole. These indicators included adjusted operating unit profit for the Company's EMEA operations (defined as operating unit profit, less a capital charge for outstanding accounts receivable), permanent recruitment revenue for the Company's EMEA operations, expense efficiency for the Company's EMEA operations, the Company's earnings per share and operating objectives established by the Company's chief executive officer. Each indicator was weighted as determined by the Company's chief executive officer. The bonus was calculated based on actual performance as compared to performance goals for each indicator established by the Company's chief executive officer. The total bonus was equal to the sum of the amounts d etermined separately for each indicator. No cash award was paid under a performance criterion for performance below threshold. If the threshold goal had been met for each performance criterion, Mr. Michaely would have received a bonus equal to 25% of his base salary. If the outstanding goal for each component had been met or exceeded, Mr. Michaely would have received a bonus equal to a maximum amount of 100% of his base salary. In addition, Mr. Michaely was eligible to receive a supplementary cash bonus of up to 20% of his base salary based upon the operating unit profit margin for the Company's EMEA operations. Mr. Michaely's bonus for 2006 will be calculated based on the Company's economic profit and earnings per share and operating objectives established by the Company's chief executive officer. If the threshold goal is met for each

performance criterion, Mr. Michaely will receive a bonus equal to 25% of his base salary. If the outstanding goal for each component is met or exceeded, Mr. Michaely will receive a bonus equal to a maximum amount of 130% of his base salary.

Equity Compensation Overview

The Committee uses a blended approach to equity incentives, including the use of stock options, performance-based awards and career shares. The Committee believes that this strategy is consistent with market practice, in line with the Committee's compensation objectives and provides an effective performance and retention focus.

Grant of Stock Options Under 2003 Equity Incentive Plan

The Committee granted stock options to the named executive officers under the Company's 2003 Equity Incentive Plan over the following number of shares:

	Number of Shares (1)
Jeffrey A. Joerres	130,000
Michael J. Van Handel	45,000
Barbara J. Beck	25,000
Jean-Pierre Lemonnier	25,000
Yoav Michaely	20,000

(1) The exercise price of the options is $52.78 per share, the fair market value of a share of Manpower common stock on the date of grant (February 14, 2006) as determined under the plan. The options vest as to 25% of the shares covered by the option on each of the first, second, third and fourth anniversaries of the date of grant. All or a portion of any unvested options will vest upon the death or disability of a participant or upon a "triggering event" (as defined in the 2003 Equity Incentive Plan). In addition, options held by Messrs. Joerres and Van Handel will become fully vested in the event of a death, disability, an involuntary termination (other than for cause) or a voluntary termination for good reason.

Long Term Performance-Based Awards under 2003 Equity Incentive Plan

The Committee approved the following awards of performance share units under the 2003 Equity Incentive Plan and the related performance criteria and payout multiples:

	Awards Granted for the Performance Period Beginning January 2006	
Name	Number of Shares, Units or Other Rights (1)	Performance or Other Period Until Maturity or Payout
Jeffrey A. Joerres	40,000	3 years

Michael J. Van Handel	17,000	3 years
Barbara J. Beck	10,000	3 years
Jean-Pierre Lemonnier	10,000	3 years
Yoav Michaely	7,500	3 years

(1) Units awarded represent share equivalents of the Company's common stock. The units are earned based on the Company's average operating profit margin during the performance period as compared to predetermined performance goals. The performance goals represent an improvement over 2005 operating profit margin. The performance period is the three years commencing on January 1, 2006 and ending on December 31, 2008. Additional units will not be credited to a participant's account when dividends are paid on shares of the Company's common stock. Vesting of units occurs at the end of the three-year period except in the case of death or disability of the participant, termination of a participant's employment due to retirement (in which case a prorated amount of the target award vests) or, following a "triggering event" or during a "protected period" (each as defined in th e 2003 Equity Incentive Plan), an involuntary termination (other than for cause) or a voluntary termination for good reason (in which case the target award vests in full). A payout multiple is applied to the units awarded to a participant based on the Company's average operating profit margin during the performance period. The threshold payout multiple is 25%, the target payout multiple is 100% and the maximum payout multiple is 175%. No payout will be made for performance below threshold. The resulting payout multiple is applied to the units awarded. The awards are settled in shares of the Company's common stock. Before awards are settled, the Committee must certify the extent to which the performance criterion has been met.

Grant of Career Shares Under 2003 Equity Incentive Plan

The Committee granted 35,000 career shares to Mr. Joerres, 6,000 career shares to Mr. Van Handel and 5,000 career shares to Mr. Michaely. These career shares are restricted shares of Company common stock granted under the Company's 2003 Equity Incentive Plan. These shares are intended to serve as a performance and retention incentive. The shares vest in full on the sixth anniversary of date of the award, or February 14, 2012, except in the case of an involuntary termination (other than for cause) or a voluntary termination for good reason (where, in each case, a prorated amount of the shares vests) or upon the death, disability or retirement of the participant (where, in each case, the shares vest in full).

Awards under Performance-Based Deferred Compensation Plan

Mr. Joerres, Mr. Van Handel, Ms. Beck and Mr. Michaely participated in the Company's Performance-Based Deferred Compensation Plan (the "Deferred Compensation Plan"). Participants in the Deferred Compensation Plan earned deferred compensation based on achievement of annual earnings per share and economic profit performance goals. The performance goals and award opportunities are established at the beginning of each year by the Committee. The deferred compensation benefits earned by participants in each year were credited to participants' accounts as of the end of the year. In February 2006, the Deferred Compensation Plan was frozen such that the awards granted in 2004 and 2005 will continue to vest and will be distributed in accordance with the terms of the Deferred Compensation Plan, but that no further awards will be granted under the Deferred Compensation Plan. Participants' accounts balances will continue to be credited with an indexed rate of return, as determined from time to time by the Committee. The current rate of return is equal to the effective yield on ten year Treasury notes, plus 100 basis points. A participant's account vests when the participant has attained age 50 and completed 15 years of service or, alternatively, when the participant has attained age 62. In addition, if the employment of a participant is terminated because of his or her death or d isability, the participant's account balance becomes immediately vested. Account balances also vest upon a change of control of the Company. A participant's vested account balance becomes distributable upon the retirement, death or disability of the participant.

The Committee approved deferred compensation to be credited to the accounts of the participants in the Deferred Compensation Plan for 2005. The Company's performance in 2005 exceeded the "target" earnings per share and economic profit performance goals established by the Committee for that period. As a result, the accounts of Mr. Joerres, Mr. Van Handel, Ms. Beck and Mr. Michaely under the Deferred Compensation Plan were credited with the following amounts, which include interest credited on the beginning of year balances:

Participant	Deferred Compensation Award
Jeffrey A. Joerres	$453,190
Michael J. Van Handel	227,638
Barbara J. Beck	182,162
Yoav Michaely	166,725

Item 9.01 Financial Statements and Exhibits

(a) Not applicable.
(b) Not applicable.
(c) Exhibits.

Exhibit No.	Description
10.1	Form of Restricted Stock Agreement.
10.2	Form of Performance Share Unit Agreement.
10.3	Form of Nonstatutory Stock Option Agreement (For CEO/CFO)
10.4	Form of Nonstatutory Stock Option Agreement (For Executive Officers, other than CEO/CFO)

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.

Dated: February 21, 2006

MANPOWER INC.

By: /s/ Michael J. Van Handel
Michael J. Van Handel
Executive Vice President – Chief Financial Officer and Secretary

EXHIBIT INDEX

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Exhibit 10.1

MANPOWER INC.

RESTRICTED STOCK AGREEMENT

This Restricted Stock Agreement (this "Agreement") is executed as of _____________, 200_ by and between MANPOWER INC., a Wisconsin corporation (the "Corporation"), and ___________________ (the "Employee").

W I T N E S S E T H:

WHEREAS the Board of Directors of the Corporation has established the 2003 Equity Incentive Plan (the "Plan") with the approval of the shareholders of the Corporation; and

WHEREAS, the Employee has been granted Restricted Stock under the Plan subject to the terms provided in this Agreement and the Plan.

NOW, THEREFORE, the Corporation and the Employee hereby agree as follows:

1. Provisions of Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Administrator to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of the Administrator with respect to the Plan shall be binding upon the Employee. Unless otherwise provided herein, all capitalized terms in this Agreement shall have the meanings ascribed to them in the Plan. A copy of the Plan will be delivered to the Employee upon reasonable request.

2. Terms of Award. The Employee has been granted _____________ Shares of Restricted Stock under the Plan. Notwithstanding the terms of the Plan, the Administrator has determined that the Restricted Period is the period ending on ______________, unless the Restricted Period ends sooner as provided in the Plan. Notwithstanding the foregoing, the provisions of Section 8(e) of the Plan, regarding accelerated vesting upon a Triggering Event or during a Protected Period, shall not apply to this Agreement. Further, the provisions of Section 8(d)(2) of the Plan regarding normal retirement or early retirement shall not apply to this Agreement. Instead, upon the Employee's Retirement, all restrictions applicable to any Restricted Stock then held by the Employee shall immediately lapse and the Shares of Restricted Stock shall vest in full. Finally, notwithstanding the foregoing, the Restricted Period shall end for and the Empl oyee shall become vested in a prorated number of Shares of Restricted Stock if the Shares have not previously vested or been forfeited, as follows:

a. upon the Employee's termination of employment by the Corporation other than for "Cause" as defined below; or

b. upon the Employee's voluntary termination of employment for "Good Reason" as defined below.

c. The number of Shares of Restricted Stock that shall vest upon the occurrence of either (a) or (b) above shall be the number of Shares determined by multiplying the total Shares granted hereunder by the quotient of: (x) the number of days between and including the date of this Agreement and the date of the Employee's termination of employment, divided by (y) _______ days.

For this purpose:

a. Termination for "Cause" will mean termination of the Employee's employment upon:

(i) the Employee's repeated failure to perform work reasonably assigned to him in a competent, diligent and satisfactory fashion as determined by the Board of Directors of the Corporation in its reasonable discretion;

(ii) insubordination;

(iii) the Employee's commission of any material act of dishonesty or disloyalty involving the Corporation or any of its subsidiaries or affiliates (the "Manpower Group");

(iv) the Employee's chronic absence from work other than by reason of a serious health condition;

(v) the Employee's commission of a crime which substantially relates to the circumstances of his position with the Manpower Group or which has a material adverse effect on the business of the Manpower Group; or

(vi) the willful engaging by the Employee in conduct which is demonstrably and materially injurious to the Manpower Group.

b. "Good Reason" will mean, without the Employee's consent, the occurrence of any one or more of the following:

(i) the assignment to the Employee of a position which represents a material reduction from the Employee's position on the date of this Agreement or the assignment to him of duties, other than incidental duties, inconsistent with such position or other position to which he is assigned, provided he objects to such assignment by written notice to the Corporation within 20 business days after it is made and the Corporation fails to cure, if necessary, within 10 business days after such notice is given;

(ii) any reduction in the Employee's base salary, or any material violation of any agreement between the Employee and the Corporation regarding the Employee's compensation, which remains uncured 10 business days after the Employee gives written notice to the Corporation which specifies the violation;

(iii) the Employee being required by the Corporation to change the location of the Employee's principal office to one in excess of 75 miles from the Corporation's home office in Glendale, Wisconsin, provided the Employee's employment with the Corporation is terminated within 90 days after any such change of location; or

(iv) any reduction in the amount of the annual bonus received by Employee for a given fiscal year within two years after a Triggering Event, as compared to the amount of annual bonus received by Employee for either of the two fiscal years of the Corporation immediately preceding the fiscal year in which the Triggering Event occurred, unless the bonus for such given fiscal year is based on objective criteria to which Employee has agreed.

c. "Retirement" will mean termination of the Employee's employment on or after the Employee has attained age 55 and has completed 10 years of Service. "Service" means the period beginning on the date the Employee's employment with the Manpower Group commences and ending on the date the Employee's employment with the Manpower Group terminates.

3. Dividends and Voting Rights. The Employee shall be entitled to receive any dividends that become payable with respect to such shares of Restricted Stock and shall be entitled to voting rights with respect to such shares of Restricted Stock.

4. Taxes. The Corporation may require payment or reimbursement of or may withhold any tax that it believes is required as a result of the grant or vesting of such Restricted Stock or any payments in connection with the Restricted Stock, and the Corporation may defer making delivery of any Restricted Stock or Shares in respect of Restricted Stock until arrangements satisfactory to the Corporation have been made with regard to any such payment, reimbursement, or withholding obligation.

5. Stock Certificates. In accordance with the Plan, the Corporation will retain custody of the stock certificates representing Restricted Stock during the Restricted Period. As soon as practicable after the execution of this Agreement, the Participant shall deliver to the Corporation a stock power signed by the Participant to be used in the event the Restricted Stock is forfeited to the Corporation. The Participant's signature on such stock power shall be guaranteed by an institution that is a member of a Medallion signature guarantee program or a similar signature guarantee program acceptable to the Corporation's transfer agent.

6. Multiple Executed Copies. This Agreement may be executed in multiple copies, each of which will constitute an original, and which together will constitute one and the same agreement providing for a single grant of shares of Restricted Stock.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed as of the date and year first above written.

MANPOWER INC.

By: ____________________________________

The undersigned Employee hereby accepts the foregoing grant of Restricted Stock and agrees to the several terms and conditions hereof and of the Plan.

____

Employee

Exhibit 10.2

MANPOWER INC.

PERFORMANCE SHARE UNIT AGREEMENT

This Performance Share Unit Agreement (this "Agreement") is executed as of ______________ by and between MANPOWER INC., a Wisconsin corporation (the "Corporation"), and ___________________ (the "Employee").

W I T N E S S E T H:

WHEREAS the Board of Directors of the Corporation has established the 2003 Equity Incentive Plan (the "Plan") with the approval of the shareholders of the Corporation; and

WHEREAS, the Employee has been granted Performance Share Units under the Plan subject to the terms provided in this Agreement and the Plan.

NOW, THEREFORE, the Corporation and the Employee hereby agree as follows:

1. Provisions of Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Administrator to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of the Administrator with respect to the Plan shall be binding upon the Employee. Unless otherwise provided herein, all capitalized terms in this Agreement shall have the meanings ascribed to them in the Plan. A copy of the Plan will be delivered to the Employee upon reasonable request.

2. Terms of Award and Performance Goal. The Employee has been granted a Target Grant of ___________ Performance Share Units under the Plan. The actual number of Performance Share Units earned by Employee will be determined as described below, based upon the actual achievement of the Performance Goal during the Performance Period. The Performance Goal shall be based upon **[insert Performance Goal as defined in Section 2(u) of the Plan]**. Threshold **[Performance Goal]** is the minimum **[Performance Goal]** for the Performance Period that must be achieved by the Corporation in order for the Employee to qualify for any Award, Target **[Performance Goal]** is the expected achievement of **[Performance Goal]** for the Performance Period, and Maximum **[Performance Goal]** is the maximum **[Performance Goal]** for the Performance Period that could be achieved that would result in an increase in the number of Performance Share Units earned under this Award.

Average **[Performance Goal]** During the Performance Period	Resulting Performance Share Units Earned
Threshold **[Performance Goal]** ____	___% of Target Grant
Target **[Performance Goal]** _____	___% of Target Grant
Maximum **[Performance Goal]** ____	___% of Target Grant

Actual **[Performance Goal]** for the Performance Period between Threshold **[Performance Goal]** and Target **[Performance Goal]** and between Target **[Performance Goal]** and Maximum **[Performance Goal]** shall result in an Award of Performance Share Units determined on a linear basis. In the event that the Corporation's actual **[Performance Goal]** does not meet the Threshold **[Performance Goal]** for the Performance Period, no Performance Share Units shall be earned under this Award. In the event that the Corporation's actual **[Performance Goal]** exceeds the Maximum **[Performance Goal]** for the Performance Period, Performance Share Units in the amount of ___% of the Target Grant shall be earned. Notwithstanding the foregoing, the Committee retains the discretion to decrease the number of Performance Share Units earned under this Award.

3. Award Payment. Awards of Performance Share Units shall be paid in Shares after the Performance Period as soon as administratively practicable after the Committee has approved and certified the number of

Performance Share Units that have been earned hereunder. Notwithstanding the foregoing, Awards of Performance Share Units that become earned and vested upon the Employee's death, Disability or a Triggering Event in Section 4(b) below shall be paid in Shares as soon as administratively practicable after such death, Disability or Triggering Event. Further, to the extent that Performance Share Units granted hereunder are earned and vested upon the Employee's termination of employment in accordance with Section 4(a) below or upon the Employee's Retirement and are nonqualified deferred compensation subject to Section 409A of the Code, such Award shall be paid to the Employee in Shares on the date that is six (6) months after the date of the Employee's termination of employment.

4. Termination of Employment. Except as otherwise provided in the Plan and except as otherwise provided in this Agreement, Employee must be an employee of the Manpower Group continuously from the date of this Award until the last day of the Performance Period in order for Employee to receive any Shares with respect to any Performance Share Units he or she may earn hereunder. Notwithstanding the foregoing, Section 10(e) of the Plan, regarding the earning and accelerated vesting of Awards after a Triggering Event or during a Protected Period, shall not apply to this Agreement. Further, notwithstanding the foregoing, if the Performance Share Units have not previously been earned or forfeited, the Employee shall immediately earn and become vested in 100% of the Target Grant upon any of the following events:

a. Upon the Employee's termination of employment by the Corporation other than for "Cause" or upon the Employee's voluntary termination of employment for "Good Reason" if such termination occurs during the two-year period following a Triggering Event; or

b. Upon a Triggering Event if the Employee's employment was terminated by the Corporation other than for "Cause" or if the Employee voluntarily terminated his employment for "Good Reason" if such termination occurs during a Protected Period during the Performance Period.

Finally, notwithstanding the foregoing, if the Performance Share Units have not previously been earned or forfeited, the Employee shall immediately earn and become vested in a prorated number of Performance Share Units upon the Employee's death, Disability or Retirement. The number of Performance Share Units earned upon such death, Disability or Retirement shall be the number of Performance Share Units determined by multiplying the Target Grant by the quotient of: (x) the number of days between and including the date of this Agreement and the date of the Employee's death, Disability or Retirement, divided by (y) the number of days in the Performance Period.

5. Dividends and Voting Rights. The Employee shall not be entitled to receive any dividends for his or her Performance Share Units and shall not be entitled to voting rights with respect to such Performance Share Units.

6. Taxes. The Corporation may require payment or reimbursement of or may withhold any tax that it believes is required as a result of the grant or vesting of such Performance Share Units or payments of Shares in connection with the Performance Share Units, and the Corporation may defer making delivery of any Shares in respect of Performance Share Units until arrangements satisfactory to the Corporation have been made with regard to any such payment, reimbursement, or withholding obligation.

7. Definitions.

a. Termination for "Cause" will mean termination of the Employee's employment upon:

(i) the Employee's repeated failure to perform work reasonably assigned to him in a competent, diligent and satisfactory fashion as determined by the Board of Directors of the Corporation in its reasonable discretion;

(ii) insubordination;

(iii) the Employee's commission of any material act of dishonesty or disloyalty involving the Corporation or any of its subsidiaries or affiliates (the "Manpower Group");

(iv) the Employee's chronic absence from work other than by reason of a serious health condition;

(v) the Employee's commission of a crime which substantially relates to the circumstances of his position with the Manpower Group or which has a material adverse effect on the business of the Manpower Group; or

(vi) the willful engaging by the Employee in conduct which is demonstrably and materially injurious to the Manpower Group.

b. "Good Reason" will mean, without the Employee's consent, the occurrence of any one or more of the following:

(i) the assignment to the Employee of a position which represents a material reduction from the Employee's position on the date of this Agreement or the assignment to him of duties, other than incidental duties, inconsistent with such position or other position to which he is assigned, provided he objects to such assignment by written notice to the Corporation within 20 business days after it is made and the Corporation fails to cure, if necessary, within 10 business days after such notice is given;

(ii) any reduction in the Employee's base salary, or any material violation of any agreement between the Employee and the Corporation regarding the Employee's compensation, which remains uncured 10 business days after the Employee gives written notice to the Corporation which specifies the violation;

(iii) the Employee being required by the Corporation to change the location of the Employee's principal office to one in excess of 75 miles from the Corporation's home office in Glendale, Wisconsin, provided the Employee's employment with the Corporation is terminated within 90 days after any such change of location; or

(iv) any reduction in the amount of the annual bonus received by Employee for a given fiscal year within two years after a Triggering Event, as compared to the amount of annual bonus received by Employee for either of the two fiscal years of the Corporation immediately preceding the fiscal year in which the Triggering Event occurred, unless the bonus for such given fiscal year is based on objective criteria to which Employee has agreed.

c. "**[Performance Goal]**" means **[insert definition]**.

d. "Performance Period" means the __-month period beginning on ________________ and ending on ________________.

e. "Service" means the period beginning on the date the Employee's employment with the Manpower Group commences and ending on the date the Employee's employment with the Manpower Group terminates.

f. "Retirement" will mean termination of the Employee's employment on or after the Employee has attained age 55 and has completed 10 years of Service.

8. Multiple Executed Copies. This Agreement may be executed in multiple copies, each of which will constitute an original, and which together will constitute one and the same agreement providing for a single grant of Performance Share Units.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed as of the date and year first above written.

MANPOWER INC.

By: ____

The undersigned Employee hereby accepts the foregoing grant of Performance Share Units and agrees to the several terms and conditions hereof and of the Plan.

____

Employee

Exhibit 10.3

MANPOWER INC.

NONSTATUTORY STOCK OPTION AGREEMENT
(FOR CEO/CFO)

This Nonstatutory Stock Option Agreement (this "Agreement") is executed as of ________________, by and between MANPOWER INC., a Wisconsin corporation (the "Corporation"), and ______________ (the "Employee").

W I T N E S S E T H:

WHEREAS the Board of Directors of the Corporation has established the 2003 Equity Incentive Plan (the "Plan") for employees and directors of the Corporation and its Subsidiaries;

WHEREAS, the Corporation anticipates that the Plan will promote the best interests of the Corporation and its shareholders (i) by attracting and retaining superior employees and directors; (ii) by providing a stronger incentive for such employees and directors to put forth maximum effort for the continued success and growth of the Corporation and its Subsidiaries; and in combination with these goals, (iii) providing employees and directors with a proprietary interest in the performance and growth of the Corporation; and

WHEREAS, the Corporation has granted to the Employee the right to participate in the Plan in the manner and subject to the terms provided in this Agreement and the Plan.

NOW, THEREFORE, in consideration of the benefits that the Corporation will derive in connection with the services to be rendered by the Employee, the Corporation and the Employee hereby agree as follows:

1. Provisions of Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Administrator to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of the Administrator with respect to the Plan shall be binding upon the Employee. Unless otherwise provided herein, all capitalized words in this Agreement shall have the meaning ascribed to them in the Plan. A copy of the Plan will be delivered to the Employee upon reasonable request.

2. Option; Number of Shares; Option Price. The Employee shall have the right and option to purchase all or any part of an aggregate of ___________ Shares (the "Option") at the purchase price of $_____ per Share.

3. Time Limitations on Exercise of Option. The Option will become exercisable as to __% of the Shares on ______________________________ and an additional __% will become exercisable on ______________________________, provided that the Employee is still in the employ of the Corporation or any of its Subsidiaries on each such date. To the extent that the number of Shares relating to the Option becoming exercisable on any anniversary date is a fractional number, the cumulative number shall be rounded to the closest whole number, provided however, that to the extent necessary, the cumulative number of Shares relating to the Option becoming exercisable on _______________________ shall be adjusted so that the total Shares that have become exercisable on or before _______________________

equals the total number of Shares indicated in Paragraph 2 above. Notwithstanding any limitation established by the Administrator on the exercise of the Option or anything else to the contrary contained in this Agreement, the Option shall be immediately exercisable as to all Shares covered by the Option if it has not previously lapsed as follows:

a. upon the death of the Employee;

b. upon the Employee's termination of employment due to the Disability of the Employee;

c. upon the Employee's termination of employment by the Corporation other than for "Cause" as defined below; or

d. upon the Employee's voluntary termination of employment for "Good Reason" as defined below.

To the extent not previously exercised according to the terms hereof, the Option shall expire on the tenth anniversary of the date hereof.

For this purpose:

a. Termination for "Cause" will mean termination of the Employee's employment upon:

(i) the Employee's repeated failure to perform work reasonably assigned to him in a competent, diligent and satisfactory fashion as determined by the Board of Directors of the Corporation in its reasonable discretion;

(ii) insubordination;

(iii) the Employee's commission of any material act of dishonesty or disloyalty involving the Corporation or any of its subsidiaries or affiliates (the "Manpower Group");

(iv) the Employee's chronic absence from work other than by reason of a serious health condition;

(v) the Employee's commission of a crime which substantially relates to the circumstances of his position with the Manpower Group or which has a material adverse effect on the business of the Manpower Group; or

(vi) the willful engaging by the Employee in conduct which is demonstrably and materially injurious to the Manpower Group.

b. "Good Reason" will mean, without the Employee's consent, the occurrence of any one or more of the following:

(i) the assignment to the Employee of a position which represents a material reduction from the Employee's position on the date of this Agreement or the assignment to him of duties, other than incidental duties, inconsistent with such position or other position to which he is assigned, provided he objects to such assignment by written notice to the Corporation within 20 business days after it is made and the Corporation fails to cure, if necessary, within 10 business days after such notice is given;

(ii) any reduction in the Employee's base salary, or any material violation of any agreement between the Employee and the Corporation regarding the Employee's compensation, which remains uncured 10 business days after the Employee gives written notice to the Corporation which specifies the violation; or

(iii) the Employee being required by the Corporation to change the location of the Employee's principal office to one in excess of 75 miles from the Corporation's home office in Glendale, Wisconsin, provided the Employee's employment with the Corporation is terminated within 90 days after any such change of location.

4. Termination of Employment. The Option shall be exercisable upon the termination of the Employee's employment relationship with the Corporation and its Subsidiaries only in the manner and to the extent provided in the Plan.

5. Method of Exercising Option. The Option may be exercised in whole or in part by delivery to the Corporation, at the office of its Secretary at Milwaukee, Wisconsin, of (a) written notice identifying the Option and stating the number of Shares with respect to which it is being exercised, and (b) payment in full of the purchase price of the Shares then being acquired upon exercise in the manner described in the Plan. The Corporation shall have the right to delay the issue or delivery of any Shares to be delivered hereunder until (a) the completion of such registration or qualification of such Shares under federal, state, or foreign law, ruling, or regulation as the Corporation shall deem to be necessary or advisable, and (b) receipt from the Employee of such documents and information as the Administrator may deem necessary or appropriate in connection with such registration or qualification or the issuance of Shares hereunder.

6. Prohibition Against Transfer. Unless otherwise provided by the Administrator and except as provided in the Plan, the Option, and the rights and privileges conferred hereby, may not be transferred by the Employee, and shall be exercisable during the lifetime of the Employee only by the Employee.

7. Notices. Any notice to be given to the Corporation under the terms of this Agreement shall be given in writing either to the management of the Subsidiary employing the Employee, or to the Corporation in care of its Secretary at 5301 North Ironwood Road, Milwaukee, Wisconsin 53217. Any notice to be given to the Employee may be addressed to him at his address as it appears on the payroll records of the Corporation or any Subsidiary thereof. Any such notice shall be deemed to have been duly given if and when actually received by the party to whom it is addressed, as evidenced by a written receipt to that effect.

8. Taxes. The Corporation may require payment or reimbursement of or may withhold any tax that it believes is required as a result of the grant or exercise of the Option, and the Corporation may defer making delivery with respect to Shares or cash payable hereunder or otherwise until arrangements satisfactory to the Corporation have been made with respect to such withholding obligations.

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed as of the date and year first above written, which is the date of the granting of the Option evidenced hereby.

MANPOWER INC.

By: ______________________________

The undersigned Employee hereby accepts the foregoing Option and agrees to the several terms and conditions hereof and of the Plan.

____
Employee

Exhibit 10.4

MANPOWER INC.

NONSTATUTORY STOCK OPTION AGREEMENT
(FOR EXECUTIVE OFFICERS, OTHER THAN CEO/CFO)

This Nonstatutory Stock Option Agreement (this "Agreement") is executed as of _____________, by and between MANPOWER INC., a Wisconsin corporation (the "Corporation"), and ______________________ (the "Employee").

W I T N E S S E T H:

WHEREAS the Board of Directors of the Corporation has established the 2003 Equity Incentive Plan (the "Plan") for employees and directors of the Corporation and its Subsidiaries;

WHEREAS, the Corporation anticipates that the Plan will promote the best interests of the Corporation and its shareholders (i) by providing participants who have acquired a proprietary interest in the Corporation with a stronger incentive to put forth maximum effort for the continued success and growth of the Corporation and its Subsidiaries, and (ii) by enabling the Corporation to attract and retain superior employees; and

WHEREAS, the Corporation has granted to the Employee the right to participate in the Plan in the manner and subject to the terms provided in this Agreement and the Plan.

NOW, THEREFORE, in consideration of the benefits that the Corporation will derive in connection with the services to be rendered by the Employee, the Corporation and the Employee hereby agree as follows:

1. Provisions of Plan Control. This Agreement shall be governed by the provisions of the Plan, the terms and conditions of which are incorporated herein by reference. The Plan empowers the Committee to make interpretations, rules and regulations thereunder, and, in general, provides that determinations of such Committee with respect to the Plan shall be binding upon the Employee. Unless otherwise provided herein, all capitalized words in this Agreement shall have the meaning ascribed to them in the Plan. A copy of the Plan will be delivered to the Employee upon reasonable request.

2. Option; Number of Shares; Option Price. The Employee shall have the right and option to purchase all or any part of an aggregate _____ Shares (the "Option") at the purchase price of $______ per Share.

3. Time Limitations on Exercise of Option. The Option will become exercisable as to __% of the Shares on __________________________ and an additional __% will become exercisable on _________________________, provided that the Employee is still in the employ of the Corporation on each such date. To the extent that the number of Shares relating to the Option becoming exercisable on

any anniversary date is a fractional number, the cumulative number shall be rounded to the closest whole number, provided however, that to the extent necessary, the cumulative number of Shares relating to the Option becoming exercisable on __________________________ shall be adjusted so that the total Shares that have become exercisable on __________________________ equals the total number of Shares indicated in Paragraph 2 above. Notwithstanding any limitation established by the Committee on the exercise of the Option or anything else to the contrary contained in this Agreement, the Option shall be immediately exercisable with respect to all Shares upon the occurrence of a Triggering Event. To the extent not previously exercised according to the terms hereof, the Option shall expire on the tenth anniversary of the date hereof.

4. Termination of Employment. The Option shall be exercisable upon the termination of the Employee's employment relationship with the Corporation and its Subsidiaries only in the manner and to the extent provided in Paragraph 7 of the Plan.

5. Method of Exercising Option. The Option may be exercised in whole or in part in accordance with the manner prescribed by the Corporation in effect on the date of exercise. The Employee may contact the Plan Administrator at the Corporation by calling (414) 961-1000 to receive details regarding the manner of exercise prescribed by the Corporation and in effect on the date of exercise. The Corporation shall have the right to delay the issue or delivery of any Shares to be delivered hereunder until (a) the completion of such registration or qualification of such Shares under federal, state, or foreign law, ruling, or regulation as the Corporation shall deem to be necessary or advisable, and (b) receipt from the Employee of such documents and information as the Committee may deem necessary or appropriate in connection with such registration or qualification or the issuance of Shares hereunder.

6. Prohibition Against Transfer. Unless otherwise provided by the Committee and except as provided in Paragraph 7 of the Plan, the Option, and the rights and privileges conferred hereby, may not be transferred by the Employee, and shall be exercisable during the lifetime of the Employee only by the Employee.

7. Notices. Any notice to be given to the Corporation under the terms of this Agreement shall be given in writing either to the management of the Subsidiary employing the Employee, or to the Corporation in care of its Secretary at 5301 North Ironwood Road, Milwaukee, Wisconsin 53217. Any notice to be given to the Employee may be addressed to him at his address as it appears on the payroll records of the Corporation or any Subsidiary thereof. Any such notice shall be deemed to have been duly given if and when actually received by the party to whom it is addressed, as evidenced by a written receipt to that effect.

8. Taxes. The Corporation may require payment or reimbursement of or may withhold any tax that it believes is required as a result of the grant or exercise of the Option, and the Corporation may defer making delivery with respect to Shares or cash payable hereunder or otherwise until arrangements satisfactory to the Corporation have been made with respect to such withholding obligations.

9. Rights of Employee. The Option, and any payments or other benefits received by the Employee under the Option, is discretionary and shall not be deemed a part of the Employee's regular, recurring compensation for any purpose, including without limitation for purposes of termination, indemnity, or severance pay law of any country and shall not be included in, nor have any effect on, the determination of benefits under any other employee benefit plan, contract or similar arrangement provided to the Employee unless expressly so provided by such other plan, contract or arrangement, or unless the Committee expressly determines otherwise.

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed as of the date and year first above written, which is the date of the granting of the Option evidenced hereby.

MANPOWER INC.

By: ____________________________________

The undersigned Employee hereby accepts the foregoing Option and agrees to the several terms and conditions hereof and of the Plan.

____

Employee