United States
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One)

x Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 for the quarterly period ended:
June 30, 2016
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: 1-10686

MANPOWERGROUP INC.

(Exact name of registrant as specified in its charter)

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

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

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 x No ☐

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate website, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 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 x 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 definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (check one):

Large accelerated filer x	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 x

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	**Shares Outstanding at July 27, 2016**
Common Stock, $.01 par value	68,531,642

ManpowerGroup Inc.

INDEX

		Page Number
PART I	**FINANCIAL INFORMATION**	
Item 1	Financial Statements (unaudited)	
	Consolidated Balance Sheets	3-4
	Consolidated Statements of Operations	5
	Consolidated Statements of Comprehensive Income	5
	Consolidated Statements of Cash Flows	6
	Notes to Consolidated Financial Statements	7-16
Item 2	Management's Discussion and Analysis of Financial Condition and Results of Operations	17-30
Item 3	Quantitative and Qualitative Disclosures About Market Risk	30
Item 4	Controls and Procedures	30
PART II	**OTHER INFORMATION**	
Item 2	Unregistered Sales of Equity Securities and Use of Proceeds	31
Item 5	Other Information	31
Item 6	Exhibits	32
SIGNATURES		33
EXHIBIT INDEX		34

PART I - FINANCIAL INFORMATION

Item 1 – Financial Statements (unaudited)

ManpowerGroup Inc.

Consolidated Balance Sheets (Unaudited)
(in millions)

ASSETS

	June 30, 2016	December 31, 2015
CURRENT ASSETS:		
Cash and cash equivalents	$ 546.3	$ 730.5
Accounts receivable, less allowance for doubtful accounts of $100.7 and $98.1, respectively	4,462.3	4,243.0
Prepaid expenses and other assets	107.9	119.0
Total current assets	5,116.5	5,092.5
OTHER ASSETS:		
Goodwill	1,272.3	1,257.4
Intangible assets, less accumulated amortization of $285.3 and $266.6, respectively	315.3	326.5
Other assets	648.5	694.0
Total other assets	2,236.1	2,277.9
PROPERTY AND EQUIPMENT:		
Land, buildings, leasehold improvements and equipment	606.3	585.4
Less: accumulated depreciation and amortization	452.9	438.3
Net property and equipment	153.4	147.1
Total assets	$ 7,506.0	$ 7,517.5

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

ManpowerGroup Inc.

Consolidated Balance Sheets (Unaudited)
(in millions, except share and per share data)

LIABILITIES AND SHAREHOLDERS' EQUITY

	June 30, 2016	December 31, 2015
CURRENT LIABILITIES:		
Accounts payable	$ 1,916.3	$ 1,659.2
Employee compensation payable	176.9	211.4
Accrued liabilities	419.0	483.7
Accrued payroll taxes and insurance	592.3	613.8
Value added taxes payable	446.7	438.7
Short-term borrowings and current maturities of long-term debt	24.2	44.2
Total current liabilities	3,575.4	3,451.0
OTHER LIABILITIES:		
Long-term debt	829.8	810.9
Other long-term liabilities	586.0	563.1
Total other liabilities	1,415.8	1,374.0
SHAREHOLDERS' EQUITY:		
ManpowerGroup shareholders' equity		
Preferred stock, $.01 par value, authorized 25,000,000 shares, none issued	—	—
Common stock, $.01 par value, authorized 125,000,000 shares, issued 114,747,700 and 114,504,928 shares, respectively	1.2	1.2
Capital in excess of par value	3,204.4	3,186.7
Retained earnings	2,092.3	1,966.0
Accumulated other comprehensive loss	(317.3)	(286.0)
Treasury stock at cost, 45,320,219 and 41,466,590 shares, respectively	(2,537.0)	(2,243.2)
Total ManpowerGroup shareholders' equity	2,443.6	2,624.7
Noncontrolling interests	71.2	67.8
Total shareholders' equity	2,514.8	2,692.5
Total liabilities and shareholders' equity	$ 7,506.0	$ 7,517.5

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

ManpowerGroup Inc.

Consolidated Statements of Operations (Unaudited)
(in millions, except per share data)

	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	2015	2016	2015
Revenues from services	$ 5,022.1	$ 4,861.3	$ 9,609.8	$ 9,403.5
Cost of services	4,161.4	4,030.7	7,975.3	7,810.9
Gross profit	860.7	830.6	1,634.5	1,592.6
Selling and administrative expenses	664.7	651.9	1,306.8	1,291.1
Operating profit	196.0	178.7	327.7	301.5
Interest and other expenses	10.3	7.2	23.0	17.8
Earnings before income taxes	185.7	171.5	304.7	283.7
Provision for income taxes	70.3	65.8	117.6	112.3
Net earnings	$ 115.4	$ 105.7	$ 187.1	$ 171.4
Net earnings per share – basic	$ 1.61	$ 1.35	$ 2.59	$ 2.18
Net earnings per share – diluted	$ 1.60	$ 1.33	$ 2.57	$ 2.16
Weighted average shares – basic	71.6	78.3	72.2	78.5
Weighted average shares – diluted	72.3	79.3	72.9	79.5

ManpowerGroup Inc.

Consolidated Statements of Comprehensive Income (Unaudited)
(in millions)

	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	2015	2016	2015
Net earnings	$ 115.4	$ 105.7	$ 187.1	$ 171.4
Other comprehensive (loss) income:				
Foreign currency translation adjustments	(40.2)	51.9	21.9	(104.2)
Translation adjustments on net investment hedge, net of income taxes of $6.4, $(5.1), $(5.6) and $11.8, respectively	11.2	(9.2)	(10.2)	20.9
Translation adjustments of long-term intercompany loans	(23.5)	17.0	(43.1)	21.1
Unrealized gain (loss) on investments, net of income taxes of $0.2, $(0.7), $0.1 and $(0.3), respectively	0.8	(3.3)	0.5	(1.6)
Defined benefit pension plans and retiree health care plan, net of income taxes of $0.0, $0.3, $(0.3) and $0.5, respectively	0.1	0.7	(0.4)	1.3
Total other comprehensive (loss) income	(51.6)	57.1	(31.3)	(62.5)
Comprehensive income	$ 63.8	$ 162.8	$ 155.8	$ 108.9

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

ManpowerGroup Inc.

Consolidated Statements of Cash Flows (Unaudited)
(in millions)

	6 Months Ended June 30, 2016	6 Months Ended June 30, 2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$ 187.1	$ 171.4
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	42.6	37.6
Deferred income taxes	29.8	45.5
Provision for doubtful accounts	9.2	9.0
Share-based compensation	14.9	14.8
Excess tax benefit on exercise of share-based awards	(0.1)	(0.8)
Changes in operating assets and liabilities, excluding the impact of acquisitions:		
Accounts receivable	(182.8)	(280.1)
Other assets	62.9	(94.0)
Other liabilities	98.5	135.4
Cash provided by operating activities	262.1	38.8
CASH FLOWS FROM INVESTING ACTIVITIES:		
Capital expenditures	(30.8)	(20.1)
Acquisitions of businesses, net of cash acquired	(41.2)	(30.4)
Proceeds from the sale of investments, property and equipment	2.4	3.5
Cash used in investing activities	(69.6)	(47.0)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net change in short-term borrowings	(15.0)	(1.8)
Proceeds from long-term debt	—	0.1
Repayments of long-term debt	(6.0)	(1.5)
Payments of contingent consideration for acquisitions	(2.9)	—
Proceeds from share-based awards and other equity transactions	1.9	29.1
Other share-based award transactions	(3.2)	(6.3)
Repurchases of common stock	(290.5)	(168.7)
Dividends paid	(60.8)	(62.1)
Cash used in financing activities	(376.5)	(211.2)
Effect of exchange rate changes on cash	(0.2)	(13.9)
Change in cash and cash equivalents	(184.2)	(233.3)
Cash and cash equivalents, beginning of year	730.5	699.2
Cash and cash equivalents, end of period	$ 546.3	$ 465.9
SUPPLEMENTAL CASH FLOW INFORMATION:		
Interest paid	$ 22.8	$ 25.3
Income taxes paid (refunded), net	$ 53.5	$ (6.0)

The accompanying Notes to Consolidated Financial Statements are an integral part of these statements.

(1) Basis of Presentation and Accounting Policies

Basis of Presentation

Certain information and footnote disclosures normally included in the financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted pursuant to the rules and regulations of the Securities and Exchange Commission, although we believe that the disclosures are adequate to make the information presented not misleading. These Consolidated Financial Statements should be read in conjunction with the Consolidated Financial Statements included in our 2015 Annual Report to Shareholders.

The information furnished reflects all adjustments that, in the opinion of management, were necessary for a fair statement of the results of operations for the periods presented. Such adjustments were of a normal recurring nature, unless otherwise disclosed.

Payroll Tax Credit

We entered into an agreement in March 2016 to sell a portion of our French payroll tax credits earned in 2015 for net proceeds of $143.1 (€129.9). We derecognized these receivables upon the sale date as the terms of the agreement are such that the transaction qualifies for sale treatment according to the accounting guidance on the transfer and servicing of assets.

Subsequent Events

We have evaluated events and transactions occurring after the balance sheet date through our filing date and have accrued or disclosed, if appropriate.

(2) Recently Issued Accounting Standards

In May 2014, the Financial Accounting Standards Board ("FASB") issued new accounting guidance on revenue from contracts with customers. The core principle of this guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. As amended, the new guidance is effective for us in 2018 and can be adopted either retrospectively to each prior reporting period presented or as a cumulative-effect adjustment as of the date of adoption, with early adoption permitted, but not before 2017. We are currently assessing the impact of the adoption of this guidance on our Consolidated Financial Statements.

In September 2015, the FASB issued new accounting guidance on business combinations. The new guidance eliminates the requirement to restate prior period financial statements for measurement period adjustments following a business combination. It requires that the cumulative impact of a measurement period adjustment (including the impact on prior periods) be recognized in the reporting period in which the adjustment is identified. The prior period impact of the adjustment should be either presented separately on the face of the income statement or disclosed in the notes. We adopted this guidance effective January 1, 2016. There was no impact of this adoption on our Consolidated Financial Statements.

In January 2016, the FASB issued new accounting guidance on financial instruments. The new guidance changes the accounting for equity investments, financial liability under the fair value option and the presentation and disclosure requirements for financial instruments. The guidance is effective for us in 2018. We are currently assessing the impact of the adoption of this guidance on our Consolidated Financial Statements.

In February 2016, the FASB issued new accounting guidance on leases. The new guidance requires that a lessee recognize on the balance sheet assets and liabilities for leases with lease terms longer than 12 months. The recognition, measurement and presentation of lease expenses and cash flows by a lessee will depend on its classification as a finance or operating lease. The guidance also includes new disclosure requirements providing information on the amounts recorded in the financial statements. The new guidance is effective for us in 2019. We are currently assessing the impact of the adoption of this guidance on our Consolidated Financial Statements.

In March 2016, the FASB issued new accounting guidance on equity method investments. The new guidance eliminates the requirement to retroactively adopt the equity method of accounting when an investment qualifies for use of the equity method as a result of an increase in the level of ownership or degree of influence. The new guidance is effective for us in 2017. We do not expect the adoption of this guidance to have a material impact on our Consolidated Financial Statements.

In March 2016, the FASB issued new accounting guidance on employee share-based payment accounting. The new guidance is intended to simplify various aspects of the accounting for employee share-based payments, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. The new guidance is effective for us in 2017. We are currently assessing the impact of the adoption of this guidance on our Consolidated Financial Statements.

In June 2016, the FASB issued new accounting guidance on financial instruments. The new guidance requires an application of an impairment model known as the current expected credit loss ("CECL") model to certain financial instruments. Using the CECL model, an entity recognizes an allowance for expected credit losses based on historical experience, current conditions, and forecasted information rather than the current methodology of delaying recognition of credit losses until it is probable a loss has been incurred. The new guidance is effective for us in 2020. We do not expect the adoption of this guidance to have a material impact on our Consolidated Financial Statements.

(3) Share-Based Compensation Plans

During the three months ended June 30, 2016 and 2015, we recognized share-based compensation expense of $7.7 and $8.1, respectively, and $14.9 and $14.8 for the six months ended June 30, 2016 and 2015, respectively. The expense relates to stock options, deferred stock, restricted stock and performance share units. Consideration received from share-based awards was $3.6 and $29.1 for the six months ended June 30, 2016 and 2015, respectively. We recognize share-based compensation expense in selling and administrative expenses on a straight-line basis over the service period of each award.

(4) Acquisitions

From time to time, we acquire and invest in companies throughout the world, including franchises. The total cash consideration for acquisitions, net of cash acquired, was $41.2 for the six months ended June 30, 2016, the majority of which took place in the Netherlands in the second quarter. The total cash consideration for acquisitions, net of cash acquired, was $30.4 for the six months ended June 30, 2015.

(5) Restructuring Costs

During the six months ended June 30, 2016, we made payments of $6.6 out of our restructuring reserve that was created in 2013 and 2015. We expect a majority of the remaining $9.8 reserve will be paid by the end of 2016.

Changes in the restructuring reserve by reportable segment and Corporate are shown below.

	Americas(1)	Southern Europe(2)	Northern Europe	APME	Right Management	Corporate	Total
Balance, January 1, 2016	$ 3.5	$ 1.7	$ 8.5	$ 1.7	$ 0.8	$ 0.2	$ 16.4
Costs paid or utilized	(1.3)	(0.1)	(3.8)	(1.0)	(0.3)	(0.1)	(6.6)
Balance, June 30, 2016	$ 2.2	$ 1.6	$ 4.7	$ 0.7	$ 0.5	$ 0.1	$ 9.8

(1) Balances related to the United States were $2.9 and $1.6 as of January 1, 2016 and June 30, 2016, respectively.
(2) Balances related to France were $1.5 and $1.6 as of January 1, 2016 and June 30, 2016, respectively. Italy had no restructuring reserves recorded as of either January 1, 2016 or June 30, 2016.

(6) Income Taxes

We recorded income tax expense at an effective rate of 37.8% for the three months ended June 30, 2016, as compared to an effective rate of 38.3% for the three months ended June 30, 2015. The 2016 rate was favorably impacted by the United States Work Opportunity Tax Credit ("WOTC"), which was enacted in December of 2015 and extends through 2019. The 37.8% effective tax rate in the quarter was higher than the United States Federal statutory rate of 35%, and we currently expect an annual effective tax rate of approximately 37% to 38%, due primarily to the French business tax, expected repatriations, valuation allowances and other permanent items.

We recorded income tax expense at an effective rate of 38.6% for the six months ended June 30, 2016, as compared to an effective rate of 39.6% for the six months ended June 30, 2015. The 2016 rate was favorably impacted by WOTC. The 38.6% effective tax rate for the six months ended June 30, 2016 was higher than the United States Federal statutory rate of 35% due primarily to the French business tax, expected repatriations, valuation allowances and other permanent items.

As of June 30, 2016, we had gross unrecognized tax benefits related to various tax jurisdictions, including interest and penalties, of $40.3. We had offsetting tax benefits of $1.0, and the net amount of $39.3 would favorably impact the effective tax rate if recognized. As of December 31, 2015, we had gross unrecognized tax benefits related to various tax jurisdictions, including interest and penalties, of $38.9. We had offsetting tax benefits of $1.0 for a net amount of $37.9. We do not expect our unrecognized tax benefits to change significantly over the next 12 months.

We conduct business globally in 80 countries and territories. We are routinely audited by the tax authorities of the various tax jurisdictions in which we operate. Generally, the tax years that could be subject to examination are 2009 through 2015 for our major operations in France, Germany, Japan, the United Kingdom and the United States. As of June 30, 2016, we are subject to tax audits in Austria, Canada, Denmark, France, Germany, Italy, Portugal, Spain and the United States. We believe that the resolution of these audits will not have a material impact on earnings.

(7) Net Earnings Per Share

The calculations of net earnings per share – basic and net earnings per share – diluted were as follows:

	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	**2015**	**2016**	**2015**
Net earnings available to common shareholders	$ 115.4	$ 105.7	$ 187.1	$ 171.4
Weighted-average common shares outstanding (in millions)				
Weighted-average common shares outstanding - basic	71.6	78.3	72.2	78.5
Effect of dilutive securities - stock options	0.3	0.6	0.3	0.6
Effect of other share-based awards	0.4	0.4	0.4	0.4
Weighted-average common shares outstanding - diluted	72.3	79.3	72.9	79.5
Net earnings per share - basic	$ 1.61	$ 1.35	$ 2.59	$ 2.18
Net earnings per share - diluted	$ 1.60	$ 1.33	$ 2.57	$ 2.16

There were 0.4 million and 0.3 million share-based awards excluded from the calculation of net earnings per share – diluted for the three months ended June 30, 2016 and 2015, respectively, and the calculation of net earnings per share – diluted for the six months ended June 30, 2016 and 2015, respectively, as the exercise price for these awards was greater than the average market price of the common shares during the period.

(8) Goodwill and Other Intangible Assets

We have goodwill, finite-lived intangible assets and indefinite-lived intangible assets as follows:

	June 30, 2016			December 31, 2015		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Goodwill[1]	$ 1,272.3	$ —	$ 1,272.3	$ 1,257.4	$ —	$ 1,257.4
Intangible assets:						
Finite-lived:						
Customer relationships	432.6	274.2	158.4	425.6	256.7	168.9
Other	17.1	11.1	6.0	16.9	9.9	7.0
	449.7	285.3	164.4	442.5	266.6	175.9
Indefinite-lived:						
Tradenames[2]	54.0	—	54.0	54.0	—	54.0
Reacquired franchise rights	96.9	—	96.9	96.6	—	96.6
	150.9	—	150.9	150.6	—	150.6
Total intangible assets	$ 600.6	$ 285.3	$ 315.3	$ 593.1	$ 266.6	$ 326.5

(1) Balances were net of accumulated impairment loss of $513.4 as of both June 30, 2016 and December 31, 2015.
(2) Balances were net of accumulated impairment loss of $139.5 as of both June 30, 2016 and December 31, 2015.

Total consolidated amortization expense related to intangible assets for the remainder of 2016 is expected to be $18.7 and in each of the next five years is expected to be as follows: 2017 - $33.7, 2018 - $30.9, 2019 - $26.6, 2020 - $21.6 and 2021 - $10.0.

Changes in the carrying value of goodwill by reportable segment and Corporate were as follows:

	Americas[1]	Southern Europe[2][3]	Northern Europe[3]	APME	Right Management	Corporate[4]	Total
Balance, January 1, 2016	$ 515.7	$ 97.2	$ 441.9	$ 75.6	$ 62.1	$ 64.9	$ 1,257.4
Goodwill acquired	—	—	13.7	—	—	—	13.7
Currency and other impacts	2.7	4.8	(10.6)	4.3	—	—	1.2
Balance, June 30, 2016	$ 518.4	$ 102.0	$ 445.0	$ 79.9	$ 62.1	$ 64.9	$ 1,272.3

(1) Balances related to the United States were $476.9 as of both January 1, 2016 and June 30, 2016.
(2) Balances related to France were $69.0 and $70.6 as of January 1, 2016 and June 30, 2016, respectively. Balances related to Italy were $4.5 and $4.6 as of January 1, 2016 and June 30, 2016, respectively.
(3) Balance reflects the realignment of our organizational structure in Europe as of January 1, 2016. See Note 13 to the Consolidated Financial Statements for further information.
(4) The majority of the Corporate balance relates to goodwill attributable to our acquisition of Jefferson Wells ($55.5) which is now part of the United States reporting unit. For purposes of monitoring our total assets by segment, we do not allocate the Corporate balance to the respective reportable segments as this is commensurate with how we operate our business. We do, however, include these balances within the appropriate reporting units for our goodwill impairment testing. See table below for the breakout of goodwill balances by reporting unit.

Goodwill balances by reporting unit were as follows:

	June 30, 2016	January 1, 2016
United States	$ 532.4	$ 532.4
Germany	129.2	127.1
Netherlands	114.5	98.7
United Kingdom	91.9	101.1
France	70.6	69.0
Right Management	62.1	62.1
Other reporting units	271.6	267.0
Total goodwill	$ 1,272.3	$ 1,257.4

(9) Retirement Plans

The components of the net periodic benefit cost for our plans were as follows:

	Defined Benefit Pension Plans			
	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	2015	2016	2015
Service cost	$ 1.8	$ 1.7	$ 3.4	$ 3.5
Interest cost	3.0	2.7	6.0	5.4
Expected return on assets	(3.0)	(2.8)	(5.9)	(5.6)
Other	0.3	1.1	0.6	2.2
Total benefit cost	$ 2.1	$ 2.7	$ 4.1	$ 5.5

	Retiree Health Care Plan			
	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	2015	2016	2015
Interest cost	$ 0.2	$ 0.1	$ 0.4	$ 0.3
Net gain	—	(0.1)	—	(0.3)
Prior service credit	(0.2)	—	(0.4)	—
Total benefit cost	$ —	$ —	$ —	$ —

During the three and six months ended June 30, 2016, contributions made to our pension plans were $1.1 and $2.2, respectively, and contributions made to our retiree health care plan were $0.2 and $0.5, respectively. During 2016, we expect to make total contributions of approximately $5.0 to our pension plans and to fund our retiree health care payments as incurred.

(10) Shareholders’ Equity

The components of accumulated other comprehensive loss, net of tax, were as follows:

	June 30, 2016	December 31, 2015
Foreign currency translation	$ (187.3)	$ (209.2)
Translation (loss) gain on net investment hedge, net of income taxes of $(2.8) and $2.8, respectively	(0.2)	10.0
Translation loss on long-term intercompany loans	(118.6)	(75.5)
Unrealized gain on investments, net of income taxes of $3.9 and $3.8, respectively	17.5	17.0
Defined benefit pension plans, net of income taxes of $(22.5) and $(22.3), respectively	(32.8)	(32.6)
Retiree health care plan, net of income taxes of $2.3 and $2.4, respectively	4.1	4.3
Accumulated other comprehensive loss	$ (317.3)	$ (286.0)

Noncontrolling Interests

Noncontrolling interests, included in total shareholders' equity in our Consolidated Balance Sheets, represent amounts related to majority-owned subsidiaries for which we have a controlling financial interest.

Net earnings attributable to these noncontrolling interests were $2.1 and $3.7 for the three and six months ended June 30, 2016, respectively, which were recorded as expenses in interest and other expenses in our Consolidated Statements of Operations.

Dividends

On May 3, 2016 and April 28, 2015, the Board of Directors declared a semi-annual cash dividend of $0.86 and $0.80 per share, respectively. The 2016 dividends were paid on June 15, 2016 to shareholders of record on June 1, 2016. The 2015 dividends were paid on June 15, 2015 to shareholders of record on June 1, 2015.

Share Repurchases

In July 2016, the Board of Directors authorized the repurchase of an additional 6.0 million shares of our common stock, with terms consistent with the previous authorization. This authorization was in addition to the October 2015 authorization to repurchase 6.0 million shares of our common stock and the December 2012 authorization to repurchase 8.0 million shares of our common stock. Share repurchases may be made from time to time through a variety of methods, including open market purchases, block transactions, privately negotiated transactions or similar facilities. During the six months of 2016, we repurchased 3.8 million shares at a cost of $290.5 under the 2015 authorization. During the six months of 2015, we repurchased 2.0 million shares at a cost of $168.7 under the 2012 authorization. As of June 30, 2016, there were 1.5 million shares remaining authorized for repurchase under the 2015 authorization and no shares remaining under the 2012 authorization.

(11) Interest and Other Expenses

Interest and other expenses consisted of the following:

	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	2015	2016	2015
Interest expense	$ 9.2	$ 8.2	$ 18.7	$ 16.2
Interest income	(0.8)	(0.7)	(1.5)	(1.2)
Foreign exchange losses	0.7	—	1.6	0.7
Miscellaneous expense (income), net	1.2	(0.3)	4.2	2.1
Interest and other expenses	$ 10.3	$ 7.2	$ 23.0	$ 17.8

(12) Derivative Financial Instruments and Fair Value Measurements

We are exposed to various risks relating to our ongoing business operations. Among these risks are foreign currency exchange rate risk and interest rate risk, which can be managed through the use of derivative instruments. In certain circumstances, we enter into foreign currency forward exchange contracts (“forward contracts”) to reduce the effects of fluctuating foreign currency exchange rates on our cash flows denominated in foreign currencies. Our exposure to market risk for changes in interest rates relates primarily to our long-term debt obligations. We have historically managed interest rate risk through the use of a combination of fixed and variable rate borrowings. In accordance with accounting guidance on derivative instruments and hedging activities, we record all of our derivative instruments as either an asset or liability measured at their fair value.

A portion of the €400.0 ($441.0) notes due September 2022 and the €350.0 ($387.9) notes due June 2018 was designated as a hedge of our net investment in our foreign subsidiaries with a Euro-functional currency as of June 30, 2016.

For the portion of the Euro-denominated notes designated as a hedge of the foreign currency exposure of a net investment in a foreign operation, the gain or loss associated with foreign currency translation is recorded as a component of accumulated other comprehensive loss, net of taxes. As of June 30, 2016 and December 31, 2015, we had an unrealized translation gain of $4.0 and $14.1, respectively, included in accumulated other comprehensive loss, net of taxes, as the net investment hedge was deemed effective.

On occasion, forward contracts are designated as a hedge of our net investment in our foreign subsidiaries. As of June 30, 2016 and December 31, 2015, we had a translation loss of $4.2 and $4.1, respectively, included in accumulated other comprehensive loss, net of taxes, as the net investment hedge was deemed effective.

For our forward contracts that are not designated as hedges, any gain or loss resulting from the change in fair value is recognized in the current period earnings. These gains or losses are offset by the exposure related to receivables and payables with our foreign subsidiaries and to interest due on our Euro-denominated notes, which are paid annually in June and September. We recorded a loss of $0.7 and a gain of $1.6 for the three months ended June 30, 2016 and 2015, respectively, and a loss of $1.3 and a gain of $1.8 for the six months ended June 30, 2016 and 2015, respectively, in interest and other expenses associated with those forward contracts, which offset the loss and gain recorded for the items noted above.

The fair value measurements of those items recorded in our Consolidated Balance Sheets as of June 30, 2016 and December 31, 2015 were as follows:

		Fair Value Measurements Using		
	June 30, 2016	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets				
Deferred compensation plan assets	$ 87.2	$ 87.2	$ —	$ —
Foreign Currency forward contracts	$ 0.2	$ —	$ 0.2	$ —
	$ 87.4	$ 87.2	$ 0.2	$ —
Liabilities				
Foreign currency forward contracts	$ 0.8	$ —	$ 0.8	$ —
	$ 0.8	$ —	$ 0.8	$ —

		Fair Value Measurements Using		
	December 31, 2015	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
Assets				
Deferred compensation plan assets	$ 84.1	$ 84.1	$ —	$ —
Foreign currency forward contracts	0.1	—	0.1	—
	$ 84.2	$ 84.1	$ 0.1	$ —
Liabilities				
Foreign currency forward contracts	$ 0.5	$ —	$ 0.5	$ —
	$ 0.5	$ —	$ 0.5	$ —

We determine the fair value of our deferred compensation plan assets, comprised of publicly traded securities, by using market quotes as of the last day of the period. The fair value of the foreign currency forward contracts is measured at the value from either directly or indirectly observable inputs from third parties.

The carrying value of long-term debt approximates fair value, except for the Euro-denominated notes. The fair value of the Euro-denominated notes, as observable at commonly quoted intervals (level 2 inputs), was $887.7 and $858.2 as of June 30, 2016 and December 31, 2015, respectively, compared to a carrying value of $828.9 and $810.2, respectively.

(13) Segment Data

Effective January 1, 2016, we realigned our organizational structure in Europe. As a result, Other Southern Europe now includes several countries that were previously reported in Northern Europe. All previously reported results have been restated to conform to the current year presentation.

We are organized and managed primarily on a geographic basis, with Right Management operating as a separate global business unit. Each country and business unit generally has its own distinct operations and management team, providing services under our global brands, and maintains its own financial reports. We have an executive sponsor for each global brand who is responsible for ensuring the integrity and consistency of delivery locally. We develop and implement global workforce solutions for our clients that deliver the outcomes that help them achieve their business strategy. Each operation reports directly or indirectly through a regional manager, to a member of executive management. Given this reporting structure, all of our operations have been segregated into the following reporting segments: Americas, which includes United States and Other Americas; Southern Europe, which includes France, Italy and Other Southern Europe; Northern Europe; APME; and Right Management.

The Americas, Southern Europe, Northern Europe and APME segments derive a significant majority of their revenues from the placement of contingent workers. The remaining revenues within these segments are derived from other workforce solutions and services, including recruitment and assessment, training and development, and ManpowerGroup Solutions. ManpowerGroup Solutions includes Recruitment Process Outsourcing (RPO), TAPFIN - Managed Service Provider (MSP), Proservia and Talent Based Outsourcing (TBO). The Right Management segment revenues are derived from career management and workforce consulting services. Segment revenues represent sales to external clients. Due to the nature of our business, we generally do not have export sales. We provide services to a wide variety of clients, none of which individually comprise a significant portion of revenues for us as a whole.

	3 Months Ended June 30,		6 Months Ended June 30,	
	2016	2015	2016	2015
Revenues from services:				
Americas:				
United States (a)	$ 725.3	$ 762.6	$ 1,428.4	$ 1,487.7
Other Americas	355.7	368.1	698.5	727.4
	1,081.0	1,130.7	2,126.9	2,215.1
Southern Europe:				
France	1,252.2	1,202.6	2,331.0	2,243.4
Italy	299.8	319.3	562.9	589.4
Other Southern Europe	379.4	348.1	725.2	679.9
	1,931.4	1,870.0	3,619.1	3,512.7
Northern Europe	1,322.3	1,231.8	2,536.2	2,449.5
APME	614.6	556.6	1,190.8	1,089.7
Right Management	72.8	72.2	136.8	136.5
Consolidated (b)	$ 5,022.1	$ 4,861.3	$ 9,609.8	$ 9,403.5
Operating unit profit: (c)				
Americas:				
United States	$ 40.0	$ 41.7	$ 62.8	$ 59.1
Other Americas	13.8	14.5	25.4	27.3
	53.8	56.2	88.2	86.4
Southern Europe:				
France	67.5	66.9	114.7	117.2
Italy	22.8	19.8	38.9	33.8
Other Southern Europe	12.0	8.0	20.4	16.0
	102.3	94.7	174.0	167.0
Northern Europe	37.8	34.1	70.3	64.1
APME	22.2	18.5	41.5	37.3
Right Management	14.5	11.7	24.0	17.3
	230.6	215.2	398.0	372.1
Corporate expenses	(25.6)	(28.9)	(52.3)	(55.6)
Intangible asset amortization expense	(9.0)	(7.6)	(18.0)	(15.0)
Operating profit	196.0	178.7	327.7	301.5
Interest and other expenses	(10.3)	(7.2)	(23.0)	(17.8)
Earnings before income taxes	$ 185.7	$ 171.5	$ 304.7	$ 283.7

(a) In the United States, where a majority of our franchises operate, revenues from services included fees received from the related franchise offices of $3.6 and $3.9 for the three months ended June 30, 2016 and 2015, respectively, and $7.0 and $7.3 for the six months ended June 30, 2016 and 2015, respectively. These fees are primarily based on revenues generated by the franchise offices, which were $170.9 and $184.6 for the three months ended June 30, 2016 and 2015, respectively, and $331.7 and $353.3 for the six months ended June 30, 2016 and 2015, respectively.

(b) Our consolidated revenues from services include fees received from our franchise offices of $5.7 and $6.0 for the three months ended June 30, 2016 and 2015, respectively, and $10.9 and $11.5 for the six months ended June 30, 2016 and 2015, respectively. These fees are primarily based on revenues generated by the franchise offices, which were $261.2 and $276.3 for the three months ended June 30, 2016 and 2015, respectively, and $489.0 and $526.2 for the six months ended June 30, 2016 and 2015, respectively.

(c) We evaluate segment performance based on operating unit profit ("OUP"), which is equal to segment revenues less cost of services and branch and national headquarters operating costs. This profit measure does not include goodwill and intangible asset impairment charges or amortization of intangibles related to acquisitions, interest and other income and expense amounts or income taxes.

Item 2 – Management's Discussion and Analysis of Financial Condition and Results of Operations

See the financial measures section on pages 26 through 28 for further information on the Non-GAAP financial measures of constant currency and organic constant currency.

Business Overview

Client demand for workforce solutions and services is dependent on the overall strength of the labor market and secular trends toward greater workforce flexibility within each of the countries and territories in which we operate. Improving economic growth typically results in increasing demand for labor, resulting in greater demand for our staffing services. During these periods of increasing demand, as we saw during the six months of 2016, we are generally able to improve our profitability and operating leverage as our cost base can support some increase in business without a similar increase in selling and administrative expenses.

During the first half of 2016, the United States dollar was stronger relative to the currencies in a few of our major markets, specifically markets within Other Americas, the United Kingdom, Norway and Australia, having an unfavorable impact on our reported results. While our reported revenues from services increased 3.3% over the second quarter of 2015 and our reported operating profit increased 9.7%, these results were impacted by the changes in foreign currency exchange rates and may not reflect the performance of our underlying business. The changes in foreign currency exchange rates had a 1.2% unfavorable impact on revenues from services, a 0.7% unfavorable impact on operating profit and an approximately $0.02 per share unfavorable impact on net earnings per share - diluted. Substantially all of our subsidiaries derive revenues from services and incur expenses within the same currency and generally do not have cross-currency transactions, and, therefore, changes in foreign currency exchange rates primarily impact reported earnings and not our actual cash flow unless earnings are repatriated. To understand the performance of our underlying business, we utilize constant currency or organic constant currency variances for our consolidated and segment results.

In the three months ended June 30, 2016, we experienced constant currency revenue growth in most of our markets. Our consolidated revenues were up 4.5% in constant currency over the second quarter of 2015, a slight deceleration from the 5.2% constant currency growth in the first quarter of 2016 compared to 2015 due primarily to slowing in France and the United States. We continue to experience uneven economic conditions in Europe and certain of our major markets, and we therefore expect that future revenue growth trends may be somewhat volatile and overall recovery may be slow. The recent Brexit referendum in the United Kingdom, along with other recent geopolitical events, has added an additional level of uncertainty and the impact this will have on the United Kingdom, Europe, and the global economy is unknown. Our staffing/interim business had solid growth in the quarter, along with strong growth in all of our ManpowerGroup Solutions offerings and a 9.7% increase (11.7% in constant currency) in our permanent recruitment business. At Right Management, we have seen some improvement as we experienced our fourth straight quarter of year-over-year revenue growth, compared to declines seen in the previous ten quarters, as the demand for our outplacement services increased in certain markets.

Our gross profit margin was flat in the second quarter of 2016 compared to 2015. The margin was favorably impacted by our acquisitions and growth in our permanent recruitment business and other business offerings. These favorable items were offset by the organic decline in our staffing/interim gross profit margin in the second quarter of 2016 compared to 2015 primarily, due to changes in business mix and direct cost increases, such as complementary health care costs for our staffing/interim associates in France as a result of new legislation effective January 1, 2016.

Our profitability improved in the second quarter of 2016 with operating profit up 9.7% (10.4% in constant currency) and operating profit margin up 20 basis points compared to 2015. We continue to monitor expenses closely to ensure we maintain the full benefit of the simplification and cost recalibration plan initiatives that resulted in a lower cost base as we streamlined our organization, while investing appropriately to support the growth in the business. During the first half of 2016, we added recruiters and certain other staff to support the increased demand for our services. Even with these investments, we saw improved operational leverage in the quarter as we were able to support the higher revenue level without a similar increase in expenses.

Operating Results - Three Months Ended June 30, 2016 and 2015

The following table presents selected consolidated financial data for the three months ended June 30, 2016 as compared to 2015.

(in millions, except per share data)	2016	2015	Variance	Constant Currency Variance
Revenues from services	$ 5,022.1	$ 4,861.3	3.3 %	4.5%
Cost of services	4,161.4	4,030.7	3.2	4.5
Gross profit	860.7	830.6	3.6	4.5
Gross profit margin	*17.1%*	*17.1%*		
Selling and administrative expenses	664.7	651.9	2.0	2.9
Operating profit	196.0	178.7	9.7	10.4
Operating profit margin	*3.9%*	*3.7%*		
Interest and other expenses	10.3	7.2	43.7	
Earnings before income taxes	185.7	171.5	8.3	9.1
Provision for income taxes	70.3	65.8	6.9	
Effective income tax rate	*37.8%*	*38.3%*		
Net earnings	$ 115.4	$ 105.7	9.1	10.2
Net earnings per share – diluted	$ 1.60	$ 1.33	20.3	21.8
Weighted average shares – diluted	72.3	79.3	(8.9)%	

The year-over-year increase in revenues from services of 3.3% (4.5% in constant currency and 1.5% in organic constant currency) was attributed to:

- increased demand for services in several of our markets within Southern Europe and Northern Europe, where in constant currency revenues increased 1.4% (3.3% as reported) and 10.0% (7.3% as reported; 2.4% in organic constant currency), respectively. This included a constant currency revenue increase in France of 2.2% (4.1% as reported) primarily due to growth in the staffing market and strong permanent recruitment growth. We also experienced constant currency revenue growth in Germany, Spain, the Netherlands and Belgium of 58.0%, 13.8%, 20.2%, and 20.4%, respectively (61.1%, 16.0%, 22.5% and 22.7%, respectively, as reported; 8.1% and 14.9% in organic constant currency in Germany and Belgium, respectively);

- revenue increase in APME of 9.6% in constant currency (10.4% as reported; 5.8% in organic constant currency) primarily due to an increase in our Manpower staffing revenues, a 13.0% constant currency increase (10.3% as reported) in our permanent recruitment business and an increase in our ManpowerGroup Solutions business;

- increased demand for services at Right Management, where revenues increased 2.6% in constant currency (0.9% as reported), including a 10.2% constant currency increase (8.4% as reported) in our outplacement services, which was partially offset by a 14.8% constant currency decline (-16.4% as reported) in our talent management business;

- the favorable impact of approximately 1.9% from one additional billing day; and

- our acquisitions in the Americas, Northern Europe and APME, which added approximately 3.0% revenue growth to our consolidated results; partially offset by

- a revenue decrease in the United States of 4.9% primarily driven by a decline in demand for our staffing/interim services mainly in the industrial and IT sectors, partially offset by solid growth in our MSP and RPO offerings within the ManpowerGroup Solutions business and growth in our permanent recruitment business;

- a revenue decrease in Italy of 7.8% in constant currency (-6.1% as reported) as a result of reduced demand for our Manpower staffing services primarily due to the end of the Milan Expo in the fourth quarter of 2015, partially offset by growth in our permanent recruitment business; and

- a 1.2% decrease due to the impact of changes in currency exchange rates.

Gross profit margin was flat year-over-year and was primarily attributed to:

- a 10 basis point (0.10%) favorable impact due to our acquisitions in the Americas, Northern Europe and APME;
- a 10 basis point (0.10%) favorable impact due to the 9.7% growth (11.7% in constant currency and 8.7% in organic constant currency) in our permanent recruitment business; and
- a 10 basis point (0.10%) favorable impact from our other business offerings; offset by
- a 30 basis point (-0.30%) unfavorable impact from the decline in our organic staffing/interim margin, due primarily to changes in business mix and direct cost increases, such as complementary health care costs for our staffing/interim associates in France as a result of new legislation effective January 1, 2016.

The 2.0% increase in selling and administrative expenses in the second quarter of 2016 (2.9% in constant currency; decrease of -1.0% in organic constant currency) was attributed to:

- the additional recurring selling and administrative costs incurred as a result of the acquisitions in the Americas, Northern Europe and APME; and
- a 3.0% constant currency increase (5.8% as reported) in organic salary expenses primarily due to additional headcount to support the increased demand for our services in certain markets; partially offset by
- a 12.9% constant currency decrease (-9.3% as reported) in organic variable incentive costs due to a decline in profitability in certain markets;
- a 2.0% constant currency decrease (increase of 1.5% as reported) in organic non-personnel related costs as a result of a focus on driving productivity and efficiency throughout our businesses; and
- a 0.9% decrease due to the impact of changes in currency exchange rates.

Selling and administrative expenses as a percent of revenues decreased 20 basis points (-0.20%) in the second quarter of 2016 compared to 2015 due to a 10 basis point (-0.10%) favorable impact from the decrease in organic variable incentive costs and a 10 basis point (-0.10%) impact from better expense leverage as a result of our strong focus on productivity and efficiency.

Interest and other expenses are comprised of interest, foreign exchange gains and losses and other miscellaneous non-operating income and expenses. Interest and other expenses was $10.3 million in the second quarter of 2016 compared to $7.2 million in the second quarter of 2015. Net interest expense increased $0.9 million in the second quarter of 2016 to $8.4 million from $7.5 million in the second quarter of 2015 due to higher debt levels as we issued €400.0 million Notes in September of 2015. Foreign exchange loss in the second quarter of 2016 was $0.7 million compared to $0.0 million in the second quarter of 2015. Miscellaneous expense was $1.2 million in the second quarter of 2016 compared to miscellaneous income of $0.3 million in the second quarter of 2015.

We recorded income tax expense at an effective rate of 37.8% for the three months ended June 30, 2016, as compared to an effective rate of 38.3% for the three months ended June 30, 2015. The 2016 rate was favorably impacted by the United States Work Opportunity Tax Credit ("WOTC"), which was enacted in December of 2015 and extends through 2019. The 37.8% effective tax rate in the quarter was higher than the United States Federal statutory rate of 35%, and we currently expect an annual effective tax rate of approximately 37% to 38%, due primarily to the French business tax, expected repatriations, valuation allowances and other permanent items.

Net earnings per share - diluted was $1.60 and $1.33 for the three months ended June 30, 2016 and 2015, respectively. Foreign currency exchange rates negatively impacted net earnings per share - diluted by approximately $0.02 per share for the three months ended June 30, 2016.

Weighted average shares - diluted decreased 8.9% to 72.3 million for the three months ended June 30, 2016 from 79.3 million for the three months ended June 30, 2015. This decrease was due to the impact of share repurchases completed since the second quarter of 2015, partially offset by shares issued as a result of exercises and vesting of share-based awards since the second quarter of 2015.

Operating Results - Six Months Ended June 30, 2016 and 2015

The following table presents selected consolidated financial data for the six months ended June 30, 2016 as compared to 2015.

(in millions, except per share data)	**2016**	**2015**	**Variance**	**Constant Currency Variance**
Revenues from services	$ 9,609.8	$ 9,403.5	2.2 %	4.8%
Cost of services	7,975.3	7,810.9	2.1	4.8
Gross profit	1,634.5	1,592.6	2.6	4.8
Gross profit margin	*17.0%*	*16.9%*		
Selling and administrative expenses	1,306.8	1,291.1	1.2	3.5
Operating profit	327.7	301.5	8.7	10.7
Operating profit margin	*3.4%*	*3.2%*		
Interest and other expenses	23.0	17.8	29.0	
Earnings before income taxes	304.7	283.7	7.4	9.4
Provision for income taxes	117.6	112.3	4.8	
Effective income tax rate	*38.6%*	*39.6%*		
Net earnings	$ 187.1	$ 171.4	9.1	11.4
Net earnings per share – diluted	$ 2.57	$ 2.16	19.0	21.3
Weighted average shares – diluted	72.9	79.5	(8.3)%	

The year-over-year increase in revenues from services of 2.2% (4.8% in constant currency and 1.6% in organic constant currency) was attributed to:

- increased demand for services in several of our markets within Southern Europe and Northern Europe, where in constant currency revenues increased 2.9% (3.0% as reported) and 7.0% (3.5% as reported; decrease of -0.6% in organic constant currency), respectively. This included a constant currency revenue increase in France of 3.7% (3.9% as reported) primarily due to growth in the staffing market and strong permanent recruitment growth. We also experienced constant currency revenue growth in Germany, Spain, the Netherlands and Belgium of 54.9%, 15.5%, 13.1% and 15.4%, respectively (55.0%, 15.6%, 13.3%, and 15.5%, respectively, as reported; 6.0% and 9.9% in organic constant currency in Germany and Belgium, respectively);

- revenue increase in APME of 10.8% in constant currency (9.3% as reported; 6.0% in organic constant currency) primarily due to an increase in our Manpower staffing revenues, an increase in our ManpowerGroup Solutions business and a 9.2% constant currency increase (4.7% as reported) in our permanent recruitment business;

- increased demand for services at Right Management, where revenues increased 2.5% in constant currency (0.2% as reported), including a 10.1% constant currency increase (7.7% as reported) in our outplacement services, which was partially offset by a 16.8% constant currency decline (-18.8% as reported) in our talent management business;

- the favorable impact of approximately 1.0% from one additional billing day; and

- our acquisitions in the Americas, Southern Europe, Northern Europe and APME, which added approximately 3.2% revenue growth to our consolidated results; partially offset by

- revenue decrease in the United States of 4.0% primarily driven by a decline in demand for our staffing/interim services mainly in the industrial and IT sectors, partially offset by solid growth in our MSP and RPO offerings within the ManpowerGroup Solutions business and growth in our permanent recruitment business;

- a revenue decrease in Italy in constant currency of 4.6% (-4.5% as reported) as a result of reduced demand for our Manpower staffing services primarily due to the end of the Milan Expo in the fourth quarter of 2015, partially offset by growth in our permanent recruitment business; and

- a 2.6% decrease due to the impact of changes in currency exchange rates.

The year-over-year 10 basis point (0.10%) increase in gross profit margin was primarily attributed to:

- a 10 basis point (0.10%) favorable impact due to our acquisitions in the Americas, Southern Europe, Northern Europe and APME;
- a 10 basis point (0.10%) favorable impact due to the 7.5% organic constant currency growth (7.4% as reported; 10.6% in constant currency) in our permanent recruitment business; and
- a 10 basis point (0.10%) increase due to the impact on business mix of the changes in currency exchange rates; partially offset by
- a 20 basis point (-0.20%) unfavorable impact from the decline in our organic staffing/interim margin, due primarily to changes in business mix and direct cost increases, such as complementary health care costs for our staffing/interim associates in France as a result of new legislation.

The 1.2% increase in selling and administrative expenses for the six months ended June 30, 2016 (3.5% in constant currency; decrease of -0.8% in organic constant currency) was attributed to:

- the additional recurring selling and administrative costs incurred as a result of the acquisitions in the Americas, Southern Europe, Northern Europe and APME; and
- a 2.6% constant currency increase (4.3% as reported) in organic salary expenses primarily due to additional headcount to support the increased demand for our services in certain markets; partially offset by
- a 9.0% constant currency decrease (-5.7% as reported) in organic variable incentive costs due to a decline in profitability in certain markets;
- a 2.7% constant currency decrease (-0.4% as reported) in organic non-personnel related costs as a result of a focus on driving productivity and efficiency throughout our businesses; and
- a 2.3% decrease due to the impact of changes in currency exchange rates.

Selling and administrative expenses as a percent of revenues decreased 10 basis points (-0.10%) in the six months ended June 30, 2016 compared to 2015 due to a 30 basis point (-0.30%) favorable impact from better expense leverage as a result of our strong focus on productivity and efficiency, partially offset by a 10 basis point (0.10%) unfavorable impact from acquisitions and a 10 basis point (0.10%) unfavorable impact from business mix changes due to the changes in currency exchange rates.

Interest and other expenses were $23.0 million for the six months ended June 30, 2016 compared to $17.8 million for the six months ended June 30, 2015. Net interest expense increased $2.2 million for the six months ended June 30, 2016 to $17.2 million from $15.0 million for the six months ended June 30, 2015 due to higher debt levels as we issued €400.0 million Notes in September of 2015. Foreign exchange losses were $1.6 million and $0.7 million for the six months ended June 30, 2016 and 2015, respectively. Miscellaneous expenses were $4.2 million in the six months ended June 30, 2016 compared to $2.1 million in the six months ended June 30, 2015. For our Venezuela reporting unit, we use the official exchange rate to convert the Bolivar Fuerte currency ("BsF") to the functional currency of the United States dollar ("USD"), which was previously set at 6.3 BsF to 1 USD but changed to 10.0 BsF to 1 USD in the first quarter of 2016. We recorded an immaterial foreign exchange loss as a result of the change in the exchange rate. Any further change to the official exchange rate would not have a material impact on our operating results.

We recorded income tax expense at an effective rate of 38.6% for the six months ended June 30, 2016, as compared to an effective rate of 39.6% for the six months ended June 30, 2015. The 2016 rate was favorably impacted by WOTC. The 38.6% effective tax rate for the six months ended June 30, 2016 was higher than the United States Federal statutory rate of 35% due primarily to the French business tax, expected repatriations, valuation allowances and other permanent items.

Net earnings per share - diluted was $2.57 for the six months ended June 30, 2016 compared to $2.16 for the six months ended June 30, 2015. Foreign currency exchange rates negatively impacted net earnings per share - diluted by approximately $0.05 per share for the six months ended June 30, 2016.

Weighted average shares - diluted decreased 8.3% to 72.9 million for the six months ended June 30, 2016 from 79.5 million for the six months ended June 30, 2015. This decrease was due to the impact of share repurchases completed since the second quarter of 2015, partially offset by shares issued as a result of exercises and vesting of share-based awards since the second quarter of 2015.

Segment Operating Results

Effective January 1, 2016, we realigned our organizational structure in Europe. As a result, Other Southern Europe now includes several countries that were previously reported in Northern Europe. All previously reported results have been restated to conform to the current year presentation.

Americas

In the Americas, revenues from services decreased 4.4% (increase of 1.3% in constant currency; -1.4% in organic constant currency) in the second quarter of 2016 compared to 2015. In the United States, revenues from services decreased 4.9% in the second quarter of 2016 compared to 2015, primarily driven by a decline in demand for our Manpower staffing services, mainly due to the weak manufacturing sector of the economy, and decrease in our Experis interim services, specifically within the IT sector. This decline was partially offset by solid growth in our MSP and RPO offerings within the ManpowerGroup Solutions business and a 3.4% increase in our permanent recruitment business. In Other Americas, revenues from services decreased 3.3% (increase of 14.2% in constant currency and 7.8% in organic constant currency) in the second quarter of 2016 compared to 2015. We experienced constant currency revenue growth in Mexico, Canada and Argentina of 6.8%, 48.8% and 16.0%, respectively (-9.5%, 42.0% and -26.9%, respectively, as reported; -1.6% in organic constant currency in Canada). The constant currency increase in Argentina was primarily due to inflation.

In the Americas, revenues from services decreased 4.0% (increase of 2.7% in constant currency and flat in organic constant currency) in the six months ended June 30, 2016 compared to 2015. In the United States, revenues from services decreased 4.0% in the six months ended June 30, 2016 compared to 2015, primarily driven by a decline in demand for our Manpower staffing services, mainly due to the weak manufacturing sector of the economy, and decrease in our Experis interim services, specifically within the IT sector. This decline was partially offset by a 7.5% increase in our permanent recruitment business and solid growth in our MSP and RPO offerings within the ManpowerGroup Solutions business. In Other Americas, revenues from services decreased 4.0% (increase of 16.4% in constant currency and 10.1% in organic constant currency) in the six months ended June 30, 2016 compared to 2015. We experienced constant currency revenue growth in Mexico, Canada and Argentina of 9.0%, 51.6% and 23.3%, respectively (-8.6%, 41.1% and -24.0%, respectively, as reported; 0.3% in organic constant currency in Canada). The constant currency increase in Argentina was primarily due to inflation.

Gross profit margin was flat in the second quarter of 2016 compared to 2015 as the favorable impact from growth in our permanent recruitment and ManpowerGroup Solutions businesses was offset by decrease in the staffing/interim margins in the United States, due to the change in business mix as our lower-margin business represented a greater percentage of the total staffing/interim revenue mix.

Gross profit margin increased in first half of 2016 compared to 2015 as a result of improved staffing/interim margins in the United States, due to strong price discipline and effective management of state unemployment taxes, and the favorable impact from growth in our permanent recruitment and ManpowerGroup Solutions businesses. This increase was partially offset by decreases in our staffing/interim margins within some of our markets in Other Americas due to business mix changes and general pricing pressures.

In the second quarter of 2016, selling and administrative expenses decreased 4.1% (flat in constant currency and -2.3% in organic constant currency). The decrease is due to a decrease in our variable incentive-based costs due to the operating results of our staffing/interim services in the United States and the cost savings resulting from the restructuring actions taken in the fourth quarter of 2015, partially offset by the additional recurring selling and administrative costs incurred as a result of acquisitions.

In the six months ended June 30, 2016, selling and administrative expenses decreased 3.9% (increase of 0.7% in constant currency; -1.6% in organic constant currency). The constant currency increase is due to the additional recurring selling and administrative costs incurred as a result of acquisitions, partially offset by a decrease in our variable incentive-based costs due to the operating results of our staffing/interim services in the United States and the cost savings resulting from the restructuring actions taken in the fourth quarter of 2015.

Operating Unit Profit ("OUP") margin in the Americas was 5.0% for both the second quarter of 2016 and 2015. In the United States, OUP margin was 5.5% in both the second quarter of 2016 and 2015 as the improvement in the gross profit margin was offset by expense deleveraging, as we were not able to decrease expenses at the same rate as the revenue decrease. Other Americas OUP margin was 3.9% for both the second quarter of 2016 and 2015.

OUP margin in the Americas was 4.1% and 3.9% for the six months ended June 30, 2016 and 2015, respectively. In the United States, OUP margin increased to 4.4% in the six months ended June 30, 2016 from 4.0% in 2015 due to the improvement in the gross profit margin, partially offset by expense deleveraging, as we were not able to decrease expenses at the same rate as the revenue decrease. Other Americas OUP margin decreased to 3.6% in the six months ended June 30, 2016 from 3.7% in 2015 due to a decline in the gross profit margin, partially offset by better operational leverage, because we were able to support a constant currency increase in revenues without a similar increase in expenses.

Southern Europe

In Southern Europe, which includes operations in France and Italy, revenues from services increased 3.3% (1.4% in constant currency) in the second quarter of 2016 compared to 2015. In the second quarter of 2016, revenues from services increased 4.1% (2.2% in constant currency) in France, which represents 64.8% of Southern Europe's revenues. The increase in France was primarily due to the growth in the staffing market, although the revenue trend was uneven throughout the quarter. In the second quarter of 2016, revenues from services decreased 6.1% (-7.8% in constant currency) in Italy, which represents 15.5% of Southern Europe's revenues. The decrease in Italy was primarily due to decreased demand for our Manpower staffing services primarily due to the end of the Milan Expo in the fourth quarter of 2015, partially offset by a 28.5% increase (26.1% in constant currency) in the permanent recruitment business and the favorable impact of one additional billing day. In Other Southern Europe, revenues from services increased 9.0% (7.4% in constant currency) during the second quarter of 2016 compared to 2015, primarily driven by the 16.0% increase (13.8% in constant currency) in Spain due to strong sales execution, though slightly lower growth than the first quarter of 2016, and the favorable impact of two additional billing days in the second quarter of 2016 compared to 2015.

Revenues from services increased 3.0% (increase of 2.9% in constant currency) in the six months ended June 30, 2016 compared to 2015. In the six months ended June 30, 2016, revenues from services increased 3.9% (3.7% in constant currency) in France and decreased 4.5% (-4.6% in constant currency) in Italy. The increase in France was primarily due to the growth in the staffing market. The decrease in Italy was primarily due to decreased demand for our Manpower staffing services primarily due to the end of the Milan Expo in the fourth quarter of 2015, partially offset by a 25.9% increase (25.5% in constant currency) in the permanent recruitment business. In Other Southern Europe, revenues from services increased 6.7% (6.6% in constant currency) during the six months ended June 30, 2016 compared to 2015, primarily driven by the 15.6% increase (15.5% in constant currency) in Spain due to strong sales execution, and the favorable impact of two additional billing days in the six months ended June 30, 2016 compared to 2015.

Gross profit margin increased in the second quarter of 2016 compared to 2015 primarily due to an increase in Italy's staffing/interim margin, partly due to subsidies and improved business mix, and an increase of 28.5% (26.1% in constant currency) in our permanent recruitment business, partially offset by a decrease in France's staffing/interim margin primarily as a result of direct cost increases, such as complementary health care costs for our staffing/interim associates in France as a result of new legislation, partially offset by lower Family Welfare Tax in France related to the Responsibility Pact that was effective April 1, 2016.

Gross profit margin was flat in the first half of 2016 compared to 2015 as an increase in Italy's staffing/interim margin, due to enhanced pricing, subsidies and improved business mix, and an increase of 25.9% (25.5% in constant currency) in our permanent recruitment business, was offset by the decrease in France's staffing/interim margin as a result of the direct cost increases.

Selling and administrative expenses increased 1.6% (decrease of -0.3% in constant currency) during the second quarter of 2016 compared to 2015, and 2.2% (2.2% in constant currency) during the six months ended June 30, 2016 compared to 2015. The increases were primarily due to an increase in salary-related costs because of additional headcount to support the increase in revenues, partially offset by a decrease in marketing expenses related to the Milan Expo in Italy.

OUP margin in Southern Europe was 5.3% for the second quarter of 2016 compared to 5.1% for 2015. In France, the OUP margin decreased to 5.4% for the second quarter of 2016 from 5.6% in 2015, due to the decline in our gross profit margin, partially offset by improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses. In Italy, the OUP margin increased to 7.6% for the second quarter of 2016 from 6.2% for 2015, due to the increase in our gross profit margin and a decrease in marketing expenses related to the Milan Expo in Italy. Other Southern Europe's OUP margin increased to 3.2% for the second quarter of 2016 from 2.3% in 2015 due to an increase in the gross profit margin.

OUP margin in Southern Europe was 4.8% for the six months ended June 30, 2016 and 2015. In France, the OUP margin decreased to 4.9% for the six months ended June 30, 2016 from 5.2% for 2015, due to the decline in our gross profit margin, partially offset by improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses. In Italy, the OUP margin increased to 6.9% for the six months ended June 30, 2016 from 5.7% for 2015, due to increase in our staffing gross profit margin and a decrease in marketing expenses related to the Milan Expo in Italy. Other Southern Europe's OUP margin increased to 2.8% for the six months ended June 30, 2016 from 2.4% for 2015 due to an increase in the gross profit margin.

Northern Europe

In Northern Europe, which includes operations in the United Kingdom, Germany, the Nordics, the Netherlands and Belgium (representing 36.5%, 19.2%, 19.7%, 11.2%, and 7.5%, respectively, of Northern Europe’s revenues), revenues from services increased 7.3% (10.0% in constant currency and 2.4% in organic constant currency) in the second quarter of 2016 compared to 2015. We experienced constant currency revenue growth in Germany, the Netherlands and Belgium of 58.0%, 20.2% and 20.4%, respectively (61.1%, 22.5% and 22.7%, respectively, as reported; 8.1% and 14.9% in Germany and Belgium, respectively, in organic constant currency) and constant currency revenue declines in the United Kingdom and the Nordics of 0.9% and 0.1%, respectively (-7.3% and -1.0%, respectively, as reported; -3.1% in organic constant currency in the United Kingdom). The organic constant currency revenue increase of 2.4% is primarily due to growth in our ManpowerGroup Solutions business and a 2.2% organic constant currency increase (9.1% in constant currency; 6.0% as reported) in our permanent recruitment business, mostly due to growth in the United Kingdom, an increase in Netherlands' staffing/interim revenues, due to recent client wins and the lower level of growth in the comparable year period as a result of client account losses in early 2015 from strong pricing discipline, an increase in Belgium's Manpower staffing revenues and two additional billing days in the second quarter of 2016 compared to 2015. These increases were partially offset by a decline in our Manpower staffing business, due to lower demand under one of our large client contracts in the United Kingdom, and a decrease in Norway, due to the economy's dependence on the struggling oil and gas industry.

Revenues from services increased 3.5% (7.0% in constant currency; decrease of -0.6% in organic constant currency) in the six months ended June 30, 2016 compared to 2015. We experienced constant currency revenue growth in Germany, the Netherlands and Belgium of 54.9%, 13.1% and 15.4%, respectively (55.0%, 13.3% and 15.5%, respectively, as reported; 6.0% and 9.9% in Germany and Belgium, respectively, in organic constant currency) and constant currency revenue declines in the United Kingdom and the Nordics of 3.7% and 1.9%, respectively (-9.4% and -4.5%, respectively, as reported; -5.8% in organic constant currency in the United Kingdom). The organic constant currency revenue decrease of -0.6% is primarily due to a decline in our Manpower staffing business, due to lower demand under one of our large client contracts in the United Kingdom, and a decrease in Norway, due to the economy's dependence on the struggling oil and gas industry. These decreases were partially offset by a 2.5% organic constant currency increase (9.2% in constant currency; 5.3% as reported) in our permanent recruitment business, mostly due to growth in the United Kingdom, growth in our ManpowerGroup Solutions business, an increase in Netherlands' staffing/interim revenues, due to recent client wins and the lower level of growth in the comparable year period as a result of client account losses in early 2015 from strong pricing discipline, an increase in Belgium's Manpower staffing revenues and approximately one additional billing day in the six months ended June 30, 2016 compared to 2015.

Gross profit margin increased in both the second quarter and first half of 2016 compared to 2015 due primarily to the increases in our staffing/interim margin because of the acquisition in Germany in the third quarter of 2015. The organic gross profit margins decreased due to the staffing/interim margin decline, as a result of business mix changes and general pricing pressures in several markets, partially offset by the organic constant currency increase in our permanent recruitment business of 2.2% (9.1% in constant currency; 6.0% as reported) in the second quarter of 2016 and 2.5% (9.2% in constant currency; 5.3% as reported) in the six months ended June 30, 2016.

Selling and administrative expenses increased 9.7% (11.3% in constant currency and 0.5% in organic constant currency) in the second quarter of 2016 compared to 2015 due to the additional recurring selling and administrative costs incurred as a result of the acquisition in Germany. The organic constant currency increase in selling and administrative expenses was due primarily to the increase in organic non-personnel related costs to support the organic constant currency increase in revenues, partially offset by the decrease in organic salary-related costs as a result of the restructuring actions taken in the fourth quarter of 2015.

Selling and administrative expenses increased 5.8% (8.6% in constant currency; decrease of -2.5% in organic constant currency) during the six months ended June 30, 2016 compared to 2015 due to the additional recurring selling and administrative costs incurred as a result of the acquisition in Germany. The organic constant currency decrease in selling and administrative expenses was due primarily to the decrease in organic salary-related costs and non-personnel related costs as a result of the restructuring actions taken in the fourth quarter of 2015.

OUP margin for Northern Europe was 2.9% and 2.8% for the second quarter of 2016 and 2015, respectively. OUP margin was 2.8% and 2.6% for the six months ended June 30, 2016 and 2015, respectively. The increases in the OUP margin were primarily due to the increase in our gross profit margin, partially offset by the additional recurring selling and administrative costs incurred as a result of the acquisition in Germany.

APME

In APME, revenues from services increased 10.4% (9.6% in constant currency and 5.8% in organic constant currency) in the second quarter of 2016 compared to 2015. In Japan and Australia (which represent 34.7% and 22.8% of APME's revenues, respectively), revenues from services increased 14.0% and 14.4%, respectively (1.4% and 19.6%, respectively, in constant currency; 2.1% in organic constant currency in Australia). The increase in Japan was due to the increase in our Manpower staffing services, partially offset by a decrease in our ManpowerGroup Solutions business. The organic constant currency increase in Australia was due to the stable demand for our Manpower staffing services even though there are still challenges in this commodity-based economy and the additional billing days in the second quarter of 2016 compared to 2015. The revenue increase in the remaining markets in APME is due to an increase in our Manpower staffing service revenues, primarily in Korea, India, Taiwan, and the Philippines and growth in our ManpowerGroup Solutions and permanent recruitment businesses.

Revenues from services increased 9.3% (10.8% in constant currency and 6.0% in organic constant currency) in the six months ended June 30, 2016 compared to 2015. In Japan and Australia, revenues from services increased 10.6% and 17.4%, respectively (2.5% and 25.0%, respectively, in constant currency; 2.0% in organic constant currency in Australia). The increase in Japan was due to the increase in our Manpower staffing services, partially offset by a decrease in our ManpowerGroup Solutions business. The organic constant currency increase in Australia was due to the stable demand for our Manpower staffing services even though there are still challenges in this commodity-based economy and the additional billing days in the six months ended June 30, 2016 compared to 2015. The revenue increase in the remaining markets in APME is due to an increase in our Manpower staffing service revenues, primarily in Korea, India, Taiwan and the Philippines, and growth in our ManpowerGroup Solutions and permanent recruitment businesses.

Gross profit margin was flat in the second quarter of 2016 compared to 2015 as the decrease in our staffing/interim margin due to direct cost increases in certain markets and changes in business mix, was offset by an increase of 10.3% in our permanent recruitment business (13.0% in constant currency and 9.8% in organic constant currency) and growth in our higher-margin ManpowerGroup Solutions business.

Gross profit margin decreased in the first half of 2016 compared to 2015 primarily due to a decrease in our staffing/interim margin as a result of direct cost increases in certain markets and changes in business mix, partially offset by an increase of 4.7% in our permanent recruitment business (9.2% in constant currency and 5.6% in organic constant currency) and growth in our higher-margin ManpowerGroup Solutions business.

Selling and administrative expenses increased 7.3% (6.5% in constant currency and 3.4% in organic constant currency) in the second quarter of 2016 compared to 2015. Selling and administrative expenses increased 5.9% (7.4% in constant currency and 3.4% in organic constant currency) in the six months ended June 30, 2016 compared to 2015. The increases were due to the increase in organic salary-related costs because of higher headcount to support the organic constant currency increase in revenues and additional recurring selling and administrative costs incurred as a result of acquisitions, partially offset by the cost savings resulting from the restructuring actions taken in the fourth quarter of 2015.

OUP margin for APME increased to 3.6% in the second quarter of 2016 from 3.3% in 2015 due to expense management and improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses.

OUP margin for APME increased to 3.5% in the six months ended June 30, 2016 from 3.4% in 2015 due to expense management and improved operational leverage, as we were able to support an increase in revenues without a similar increase in expenses, partially offset by the decrease in our gross profit margin.

Right Management

Revenues from services increased 0.9% (2.6% in constant currency) in the second quarter of 2016 compared to 2015. The increase is primarily due to the 8.4% (10.2% in constant currency) increase in our outplacement services, mostly from growth in our Americas markets, primarily driven by strong sales execution in the United States and continued opportunities in the energy sector. Our talent management business decreased 16.4% (-14.8% in constant currency) in the second quarter of 2016 compared to 2015 due to softening demand in all of our markets.

Revenues from services increased 0.2% (2.5% in constant currency) in the six months ended June 30, 2016 compared to 2015. The increase is primarily due to the 7.7% (10.1% in constant currency) increase in our outplacement services, mostly from growth in our Americas markets, primarily driven by strong sales execution in the United States and continued opportunities in the energy sector. Our talent management business decreased 18.8% (-16.8% in constant currency) in the six months ended June 30, 2016 compared to 2015 due to softening demand in all of our markets.

Gross profit margin increased in the second quarter of 2016 compared to 2015 due to the increase in the outplacement business gross profit margin and the change in business mix as the higher-margin outplacement business represented a greater percentage of the revenue mix.

Gross profit margin increased in the six months ended June 30, 2016 compared to 2015 due to the change in business mix as the higher-margin outplacement business represented a greater percentage of the revenue mix.

Selling and administrative expenses decreased 5.5% (-4.1% in constant currency) in the second quarter of 2016 compared to 2015 and decreased 7.1% (-5.1% in constant currency) in the six months ended June 30, 2016 compared to 2015. The decreases were due to the cost savings from more efficient delivery solutions.

OUP margin for Right Management was 19.8% in the second quarter of 2016 compared to 16.2% in 2015. OUP margin was 17.5% in the six months ended June 30, 2016 compared to 12.7% in 2015. The increases were due to the improvement in our gross profit margin and improved operational leverage.

Financial Measures

Constant Currency and Organic Constant Currency Reconciliation

Changes in our financial results include the impact of changes in foreign currency exchange rates and acquisitions. We provide “constant currency” and “organic constant currency” calculations in our quarterly report to remove the impact of these items. We express year-over-year variances that were calculated in constant currency and organic constant currency as a percentage.

When we use the term “constant currency,” it means that we have translated financial data for a period into United States Dollars using the same foreign currency exchange rates that we used to translate financial data for the previous period. We believe that this calculation is a useful measure, indicating the actual growth of our operations. We use constant currency results in our analysis of subsidiary or segment performance. We also use constant currency when analyzing our performance against that of our competitors. Substantially all of our subsidiaries derive revenues and incur expenses within a single country and, consequently, do not generally incur currency risks in connection with the conduct of their normal business operations. Changes in foreign currency exchange rates primarily impact reported earnings and not our actual cash flow unless earnings are repatriated.

When we use the term “organic constant currency,” it means that we have further removed the impact of acquisitions in the current period and dispositions from the prior period from our constant currency calculation. We believe that this calculation is useful because it allows us to show the actual growth of our pre-existing business.

The constant currency and organic constant currency financial measures are used to supplement those measures that are in accordance with United States Generally Accepted Accounting Principles (“GAAP”). These Non-GAAP financial measures may not provide information that is directly comparable to that provided by other companies in our industry, as other companies may calculate such financial results differently. These Non-GAAP financial measures are not measurements of financial performance under GAAP, and should not be considered as alternatives to measures presented in accordance with GAAP.

A reconciliation of these Non-GAAP percentage variances to those calculated based on our GAAP financial results is provided below:

	3 Months Ended June 30, 2016 Compared to 2015					
	Reported Amount[a]	Reported Variance	Impact of Currency	Constant Currency Variance	Impact of Acquisitions (In Constant Currency)	Organic Constant Currency Variance
Revenues from services:						
Americas:						
United States	$ 725.3	(4.9)%	— %	(4.9)%	0.9%	(5.8)%
Other Americas	355.7	(3.3)	(17.5)	14.2	6.4	7.8
	1,081.0	(4.4)	(5.7)	1.3	2.7	(1.4)
Southern Europe:						
France	1,252.2	4.1	1.9	2.2	—	2.2
Italy	299.8	(6.1)	1.7	(7.8)	—	(7.8)
Other Southern Europe	379.4	9.0	1.6	7.4	0.1	7.3
	1,931.4	3.3	1.9	1.4	—	1.4
Northern Europe	1,322.3	7.3	(2.7)	10.0	7.6	2.4
APME	614.6	10.4	0.8	9.6	3.8	5.8
Right Management	72.8	0.9	(1.7)	2.6	—	2.6
Consolidated	$ 5,022.1	3.3	(1.2)	4.5	3.0	1.5
Gross Profit	$ 860.7	3.6	(0.9)	4.5	3.7	0.8
Selling and Administrative Expense	$ 664.7	2.0	(0.9)	2.9	3.9	(1.0)
Operating Profit	$ 196.0	9.7	(0.7)	10.4	2.8	7.6

(a) In millions for the three months ended June 30, 2016.

	6 Months Ended June 30, 2016 Compared to 2015					
	Reported Amount[(a)]	Reported Variance	Impact of Currency	Constant Currency Variance	Impact of Acquisitions (In Constant Currency)	Organic Constant Currency Variance
Revenues from services:						
Americas:						
United States	$ 1,428.4	(4.0)%	— %	(4.0)%	0.9%	(4.9)%
Other Americas	698.5	(4.0)	(20.4)	16.4	6.3	10.1
	2,126.9	(4.0)	(6.7)	2.7	2.7	—
Southern Europe:						
France	2,331.0	3.9	0.2	3.7	—	3.7
Italy	562.9	(4.5)	0.1	(4.6)	—	(4.6)
Other Southern Europe	725.2	6.7	0.1	6.6	—	6.6
	3,619.1	3.0	0.1	2.9	—	2.9
Northern Europe	2,536.2	3.5	(3.5)	7.0	7.6	(0.6)
APME	1,190.8	9.3	(1.5)	10.8	4.8	6.0
Right Management	136.8	0.2	(2.3)	2.5	—	2.5
Consolidated	$ 9,609.8	2.2	(2.6)	4.8	3.2	1.6
Gross Profit	$ 1,634.5	2.6	(2.2)	4.8	3.9	0.9
Selling and Administrative Expenses	$ 1,306.8	1.2	(2.3)	3.5	4.3	(0.8)
Operating Profit	$ 327.7	8.7	(2.0)	10.7	2.9	7.8

(a) In millions for the six months ended June 30, 2016.

Liquidity and Capital Resources

Cash used to fund our operations is primarily generated through operating activities and is also provided by our existing credit facilities. We believe that our available cash and our existing credit facilities are sufficient to cover our cash needs for the foreseeable future. We assess and monitor our liquidity and capital resources globally. We use a global cash pooling arrangement, intercompany lending, and local credit lines to meet funding needs and allocate our capital resources among our various entities. As of June 30, 2016, we had $142.3 million of cash held by foreign subsidiaries that was not available to fund domestic operations unless repatriated. We anticipate cash repatriations to the United States from certain foreign subsidiaries and have provided for deferred taxes related to those foreign earnings not considered to be permanently invested.

Cash provided by operating activities was $262.1 million during the six months ended June 30, 2016 compared to $38.8 million during the six months ended June 30, 2015. Changes in operating assets and liabilities utilized $21.4 million of cash during the six months ended June 30, 2016 compared to $238.7 million during the six months ended June 30, 2015. These changes are primarily attributable to the 2016 sale of $143.1 million of our CICE payroll tax credits (the 2015 sale occurred in the third quarter), partly offset by the timing of collections and payments.

Net accounts receivable increased to $4,462.3 million as of June 30, 2016 from $4,243.0 million as of December 31, 2015. This increase is mostly due to the increase in revenues and a higher Days Sales Outstanding ("DSO"), which is up 1.3 days from December 31, 2015 due primarily to the timing of month-end collections. At constant exchange rates, the June 30, 2016 balance would have been approximately $34.6 million lower than reported.

Capital expenditures were $30.8 million in the six months ended June 30, 2016 compared to $20.1 million in the six months ended June 30, 2015. These expenditures were primarily comprised of purchases of computer equipment, office furniture and other costs related to office openings and refurbishments. The increase in 2016 compared to 2015 is primarily due to our investment in recruiting centers.

From time to time, we acquire and invest in companies throughout the world, including franchises. The total cash consideration for acquisitions, net of cash acquired, was $41.2 million for the six months ended June 30, 2016, the majority of which took place in the Netherlands in the second quarter. The total cash consideration for acquisitions, net of cash acquired, was $30.4 million for the six months ended June 30, 2015.

Net debt repayments were $21.0 million in the six months ended June 30, 2016 compared to net borrowings of $3.2 million in the six months ended June 30, 2015.

Our €400.0 million notes and €350.0 million notes are due September 2022 and June 2018, respectively. When these notes mature, we plan to repay the amounts with available cash, borrowings under our $600.0 million revolving credit facility or a new borrowing. The credit terms, including interest rate and facility fees, of any replacement borrowings will be dependent upon the condition of the credit markets at that time. We currently do not anticipate any problems accessing the credit markets should we decide to replace either of the notes.

As of June 30, 2016, we had letters of credit totaling $0.8 million issued under our $600.0 million revolving credit facility. Additional borrowings of $599.2 million were available to us under the facility as of June 30, 2016.

The $600.0 million revolving credit agreement requires that we comply with a leverage ratio (Debt-to-EBITDA) of not greater than 3.5 to 1 and a fixed charge coverage ratio of not less than 1.5 to 1. As defined in the agreement, we had a Debt-to-EBITDA ratio of 0.87 to 1 and a fixed charge coverage ratio of 4.71 to 1 as of June 30, 2016. Based on our current forecast, we expect to be in compliance with our financial covenants for the next 12 months.

In addition to the previously mentioned facilities, we maintain separate bank credit lines with financial institutions to meet working capital needs of our subsidiary operations. As of June 30, 2016, such credit lines totaled $285.5 million, and additional borrowings of $260.5 million could have been made under these lines. Under the revolving credit agreement, total subsidiary borrowings cannot exceed $300.0 million in the first, second and fourth quarters, and $600.0 million in the third quarter of each year.

On May 3, 2016 and April 28, 2015, the Board of Directors declared a semi-annual cash dividend of $0.86 and $0.80 per share, respectively. The 2016 dividends were paid on June 15, 2016 to shareholders of record on June 1, 2016. The 2015 dividends were paid on June 15, 2015 to shareholders of record on June 1, 2015.

In July 2016, the Board of Directors authorized the repurchase of an additional 6.0 million shares of our common stock, with terms consistent with the previous authorization. This authorization was in addition to the October 2015 authorization to repurchase 6.0 million shares of our common stock and the December 2012 authorization to repurchase 8.0 million shares of our common stock. Share repurchases may be made from time to time through a variety of methods, including open market purchases, block transactions, privately negotiated transactions or similar facilities. During the six months of 2016, we repurchased 3.8 million shares at a cost of $290.5 million under the 2015 authorization. During the six months of 2015, we repurchased 2.0 million shares at a cost of $168.7 million under the 2012 authorization. As of June 30, 2016, there were 1.5 million shares remaining authorized for repurchase under the 2015 authorization and no shares remaining under the 2012 authorization.

We had aggregate commitments related to debt repayments, operating leases, severances and office closure costs, and certain other commitments of $1,766.8 million as of June 30, 2016 compared to $1,796.9 million as of December 31, 2015.

We also have entered into guarantee contracts and stand-by letters of credit that total approximately $177.9 million and $190.2 million as of June 30, 2016 and December 31, 2015, respectively, consisting of $131.0 million and $144.7 million for guarantees, respectively, and $46.9 million and $45.5 million for stand-by letters of credit, respectively. Guarantees primarily relate to bank accounts, operating leases and indebtedness. The letters of credit relate to workers' compensation, operating leases and indebtedness. If certain conditions were met under these arrangements, we would be required to satisfy our obligations in cash. Due to the nature of these arrangements and our historical experience, we do not expect any significant payments under these arrangements. Therefore, they have been excluded from our aggregate commitments. The cost of these guarantees and letters of credit was $0.9 million and $0.7 million for the six months ended June 30, 2016 and 2015, respectively.

During the six months ended June 30, 2016, we made payments of $6.6 million out of our restructuring reserve that was created in 2013 and 2015. We expect a majority of the remaining $9.8 million reserve will be paid by the end of 2016.

Recently Issued Accounting Standards

See Note 2 to the Consolidated Financial Statements.

Forward-Looking Statements

Statements made in this quarterly report that are not statements of historical fact are forward-looking statements. In addition, from time to time, we and our representatives may make statements that are forward-looking. All forward-looking statements involve risks and uncertainties. The information in Item 1A. Risk Factors in our annual report on Form 10-K for the year ended December 31, 2015, which information is incorporated herein by reference, provides cautionary statements identifying, for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995, important factors that could cause our actual results to differ materially from those contained in the forward-looking statements. Forward-looking statements can be identified by words such as “expect,” “anticipate,” “intend,” “plan,” “may,” “believe,” “seek,” “estimate,” and similar expressions. Some or all of the factors identified in our annual report on Form 10-K may be beyond our control. We caution that any forward-looking statement reflects only our belief at the time the statement is made. We undertake no obligation to update any forward-looking statements to reflect subsequent events or circumstances.

Item 3 – Quantitative and Qualitative Disclosures About Market Risk

Our 2015 Annual Report on Form 10-K contains certain disclosures about market risks affecting us. There have been no material changes to the information provided which would require additional disclosures as of the date of this filing.

Item 4 – Controls and Procedures

We maintain a set of disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in the reports filed by us under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. We carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Executive Vice President and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15 of the Exchange Act. Based on that evaluation, our Chief Executive Officer and our Executive Vice President and Chief Financial Officer concluded that our disclosure controls and procedures are effective as of the end of the period covered by this report.

There have been no changes in our internal control over financial reporting identified in connection with the evaluation discussed above that occurred during our last fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

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

We conduct share repurchases from time to time through a variety of methods, including open market purchases, block transactions, privately negotiated transactions or similar facilities. The following table shows the total amount of shares repurchased during the second quarter of 2016, which were made pursuant to the Board of Directors' October 2015 authorization for the repurchase of up to 6.0 million shares of our common stock

ISSUER PURCHASES OF EQUITY SECURITIES

	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced plan	Maximum number of shares that may yet be purchased
April 1- 30, 2016	40,000	$ 81.04	40,000	3,757,467
May 1 - 31, 2016	1,050,000	$ 77.79	1,050,000	2,707,467
June 1 - 30, 2016	1,170,223	$ 75.05	1,170,223	1,537,244
Total	2,260,223	$ 76.43	2,260,223	1,537,244

In July 2016, the Board of Directors authorized the repurchase of an additional 6.0 million shares of common stock.

Item 5 – Other Information

Audit Committee Approval of Audit-Related and Non-Audit Services

The Audit Committee of our Board of Directors has approved the following audit-related and non-audit services performed or to be performed for us by our independent registered public accounting firm, Deloitte & Touche LLP and affiliates, to date in 2016:

(a) preparation and/or review of tax returns, including sales and use tax, excise tax, income tax, local tax, property tax, and value-added tax;

(b) advice and assistance with respect to transfer pricing matters, as well as communicating with various taxing authorities regarding the requirements associated with royalties and inter-company pricing, and tax audits; and

(c) audit services with respect to certain procedures and certifications where required.

Compensatory Arrangements of Certain Officers

On July 28, 2016, ManpowerGroup Inc. (the "Company") entered into a severance agreement with Darryl Green. This severance agreement replaces a similar agreement scheduled to expire on August 1, 2016. The new severance agreement expires on the first to occur of (1) the date two years after the occurrence of a change of control of the Company or (2) July 28, 2019, if no such change of control occurs before July 28, 2019. Aside from the new term, the severance agreement is in substantially the same form but with an adjustment to the definition of "good reason" and an updated nondisclosure provision.

The foregoing description is qualified in its entirety by reference to the severance agreement filed herewith as exhibit 10.1, which is incorporated by reference into this report.

Item 6 – Exhibits

10.1 Severance Agreement between Darryl Green and the Company dated as of July 28, 2016.

12.1 Statement regarding Computation of Ratio of Earnings to Fixed Charges.

31.1 Certification of Jonas Prising, Chief Executive Officer, pursuant to Section 13a-14(a) of the Securities Exchange Act of 1934.

31.2 Certification of John T. McGinnis, Executive Vice President and Chief Financial Officer, pursuant to Section 13a-14(a) of the Securities Exchange Act of 1934.

32.1 Statement of Jonas Prising. Chief Executive Officer, pursuant to 18 U.S.C. ss. 1350.

32.2 Statement of John T. McGinnis, Executive Vice President and Chief Financial Officer, pursuant to 18 U.S.C. ss. 1350.

101 The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements.

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 thereunto duly authorized.

ManpowerGroup Inc.
(Registrant)

Date: July 29, 2016

/s/ John T. McGinnis
John T. McGinnis
Executive Vice President and Chief Financial Officer
(Signing on behalf of the Registrant and as the Principal Financial Officer and Principal Accounting Officer)

EXHIBIT INDEX

Exhibit No.	Description
10.1	Severance Agreement between Darryl Green and the Company dated as of July 28, 2016.
12.1	Statement regarding Computation of Ratio of Earnings to Fixed Charges.
31.1	Certification of Jonas Prising, Chief Executive Officer, pursuant to Section 13a-14(a) of the Securities Exchange Act of 1934.
31.2	Certification of John T. McGinnis, Executive Vice President and Chief Financial Officer, pursuant to Section 13a-14(a) of the Securities Exchange Act of 1934.
32.1	Statement of Jonas Prising. Chief Executive Officer, pursuant to 18 U.S.C. ss. 1350.
32.2	Statement of John T. McGinnis, Executive Vice President and Chief Financial Officer, pursuant to 18 U.S.C. ss. 1350.
101	The following materials from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Operations, (iii) Consolidated Statements of Comprehensive Income, (iv) Consolidated Statements of Cash Flows, and (v) Notes to Consolidated Financial Statements.

Exhibit 10.1

ManpowerGroup Inc.
100 Manpower Place
Milwaukee, Wisconsin 53212

July 28, 2016

Darryl Green
President & Chief Operating Officer
ManpowerGroup Inc.
100 Manpower Place
Milwaukee, WI 53212

Dear Darryl:

ManpowerGroup Inc. (the "Corporation") desires to retain experienced, well-qualified executives, like you, to assure the continued growth and success of the Corporation and its direct and indirect subsidiaries (collectively, the "Consolidated ManpowerGroup"). Accordingly, as an inducement for you to continue your employment in order to assure the continued availability of your services to the Consolidated ManpowerGroup, we have agreed as follows:

1. Definitions. For purposes of this letter:

(a) Benefit Plans. "Benefit Plans" means all benefits of employment generally made available to executives of the Corporation from time to time.

(b) Cause. Termination by the Consolidated ManpowerGroup of your employment with the Consolidated ManpowerGroup for "Cause" will mean termination upon (i) your repeated failure to perform your duties with the Consolidated ManpowerGroup in a competent, diligent and satisfactory manner as determined by the Corporation's Chief Executive Officer in his reasonable judgment, (ii) failure or refusal to follow the reasonable instructions or direction of the Corporation's Chief Executive Officer, which failure or refusal remains uncured, if subject to cure, to the reasonable satisfaction of the Corporation's Chief Executive Officer for five (5) business days after receiving notice thereof from the Corporation's Chief Executive Officer, or repeated failure or refusal to follow the reasonable instructions or directions of the Corporation's Chief Executive Officer, (iii) any act by you of fraud, material dishonesty or material disloyalty involving the Consolidated ManpowerGroup, (iv) any violation by you of a Consolidated ManpowerGroup policy of material import (including, but not limited to, the Code of Business Conduct and Ethics, the Statement of Policy on Securities Trading, the Anti-Corruption Policy, Policy on Gifts, Entertainment and Sponsorships and policies included in the Employee Handbook), (v) any act by you of moral turpitude which is likely to result in discredit to or loss of business, reputation or goodwill of the Consolidated ManpowerGroup, (vi) your chronic absence from work other than by reason of a serious health condition, (vii) your commission of a crime the circumstances of which substantially relate to your employment duties with the Consolidated ManpowerGroup, or (viii) the willful engaging by you in conduct which is demonstrably and materially injurious to the Consolidated ManpowerGroup. For purposes of this Subsection 1(b), no act, or failure to act, on your part will be deemed "willful" unless done, or omitted to be done, by you not in good faith.

(c) Change of Control. A "Change of Control" will mean the first to occur of the following:

(i) the acquisition (other than from the Corporation), by any Person (as defined in Sections 13(d)(3) and 14(d)(2) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), directly or indirectly, of beneficial ownership (within the meaning of Exchange Act Rule 13d-3) of more than 50% of the then outstanding shares of common stock of the Corporation or voting securities representing more than 50% of the combined voting power of the Corporation's then outstanding voting securities entitled to vote generally in the election of directors; provided, however, no Change of Control shall be deemed to have occurred as a result of an acquisition of shares of common stock or voting securities of the Corporation (A) by the Corporation, any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Corporation or any of its subsidiaries or (B) by any other corporation or other entity with respect to which, following such acquisition, more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of such other corporation or entity are then beneficially owned, directly or indirectly, by the persons who were the Corporation's shareholders immediately prior to such acquisition in substantially the same proportions as their ownership, immediately prior to such acquisition, of the Corporation's then outstanding common stock or then outstanding voting securities, as the case may be; or

(ii) the consummation of any merger or consolidation of the Corporation with any other corporation, other than a merger or consolidation which results in more than 60% of the outstanding shares of the common stock, and voting securities representing more than 60% of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the surviving or consolidated corporation being then beneficially owned, directly or indirectly, by the persons who were the Corporation's shareholders immediately prior to such merger or consolidation in substantially the same proportions as their ownership, immediately prior to such merger or consolidation, of the Corporation's then outstanding common stock or then outstanding voting securities, as the case may be; or

(iii) the consummation of any liquidation or dissolution of the Corporation or a sale or other disposition of all or substantially all of the assets of the Corporation; or

(iv) individuals who, as of the date of this letter, constitute the Board of Directors of the Corporation (as of such date, the "Incumbent Board") cease for any reason to constitute at least a majority of such Board; provided, however, that any person becoming a director subsequent to the date of this letter whose election, or nomination for election by the shareholders of the Corporation, was approved by at least a majority of the directors then comprising the Incumbent Board shall be, for purposes of this letter, considered as though such person were a member of the Incumbent Board but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest which was (or, if threatened, would have been) subject to Exchange Act Rule 14a-12(c); or

(v) whether or not conditioned on shareholder approval, the issuance by the Corporation of common stock of the Corporation representing a majority of the outstanding common stock, or voting securities representing a majority of the combined voting power of the outstanding voting securities of the Corporation entitled to vote generally in the election of directors, after giving effect to such transaction.

Following the occurrence of an event which is not a Change of Control whereby there is a successor holding company to the Corporation, or, if there is no such successor, whereby the Corporation is not the surviving corporation in a merger or consolidation, the surviving corporation or successor holding company (as the case may be), for purposes of this letter, shall thereafter be referred to within this letter agreement as the Corporation.

(d) Good Reason. "Good Reason" will mean, without your consent, the occurrence of any one or more of the following during the Term:

(i) any material breach of any material obligation of any member of the Consolidated ManpowerGroup for the payment or provision of compensation or other benefits to you;

(ii) a material diminution in your base salary;

(iii) a material diminution in your authority, duties or responsibilities, accompanied by a material reduction in your target bonus opportunity for a given fiscal year (as compared to the prior fiscal year), except where all senior level executives have similar proportionate reductions in their target bonus percentages;

(iv) a material diminution in your authority, duties or responsibilities which is not accompanied by a material reduction in your target bonus opportunity but which diminution occurs within two years after the occurrence of a Change of Control;

(v) a material reduction in your annual target bonus opportunity for a given fiscal year (as compared to the prior fiscal year) which is not accompanied by a material diminution in your authority, duties or responsibilities, but which reduction occurs within two years after the occurrence of a Change of Control; or

(vi) your being required by the Corporation to materially change the location of your principal office; provided such new location is one in excess of fifty miles from the location of your principal office before such change.

Notwithstanding Subsections 1(d)(i) - (vi) above, Good Reason does not exist unless (i) you object to any material diminution or breach described above by written notice to the Corporation within twenty (20) business days after such diminution or breach occurs, (ii) the Corporation fails to cure such diminution or breach within thirty (30) days after such notice is given and (iii) your employment with the Consolidated ManpowerGroup is terminated by you within ninety (90) days after such diminution or breach occurs. Further, notwithstanding Subsections 1(d)(i)-(vi), above, Good Reason does not exist if, at a time that is not during a Protected Period or within two years after the occurrence of a Change of Control, the Corporation's Chief Executive Officer, in good faith and with a reasonable belief that the reassignment is in the best interest of the Consolidated ManpowerGroup, reassigns you to another senior executive level position in the Consolidated ManpowerGroup provided that your base compensation (either base salary or target bonus opportunity for any year ending after the date of reassignment) is not less than such base salary or target bonus opportunity in effect prior to such reassignment for the year in which such reassignment occurs.

(e) Notice of Termination. Any termination of your employment by the Corporation, or termination by you for Good Reason, during the Term will be communicated by Notice of Termination to the other party hereto. A "Notice of Termination" will mean a written notice which specifies a Date of Termination (which date shall be on or after the date of the Notice of Termination) and, if applicable, indicates the provision in this letter applying to the termination and sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment under the provision so indicated.

(f) Date of Termination. "Date of Termination" will mean the date specified in the Notice of Termination where required (which date shall be on or after the date of the Notice of Termination) or in any other case upon your ceasing to perform services for the Consolidated ManpowerGroup.

(g) Protected Period. The "Protected Period" shall be a period of time determined in accordance with the following:

(i) if a Change of Control is triggered by an acquisition of shares of common stock of the Corporation pursuant to a tender offer, the Protected Period shall commence on the date of the initial tender offer and shall continue through and including the date of the Change of Control, provided that in no case will the Protected Period commence earlier than the date that is six months prior to the Change of Control;

(ii) if a Change of Control is triggered by a merger or consolidation of the Corporation with any other corporation, the Protected Period shall commence on the date that serious and substantial discussions first take place to effect the merger or consolidation and shall continue through and including the date of the Change of Control, provided that in no case will the Protected Period commence earlier than the date that is six months prior to the Change of Control; and

(iii) in the case of any Change of Control not described in Subsections 1(g)(i) or (ii), above, the Protected Period shall commence on the date that is six months prior to the Change of Control and shall continue through and including the date of the Change of Control.

(h) Term. The “Term” will be a period beginning on the date of this letter indicated above and ending on the first to occur of the following: (a) the date which is the two-year anniversary of the occurrence of a Change of Control; (b) the date which is the three year anniversary of the date of this letter indicated above if no Change of Control occurs between the date of this letter indicated above and such three year anniversary; or (c) the Date of Termination.

2. Compensation and Benefits on Termination.

(a) Termination by the Consolidated ManpowerGroup for Cause or by You Other Than for Good Reason. If your employment with the Consolidated ManpowerGroup is terminated by the Consolidated ManpowerGroup for Cause or by you other than for Good Reason, the Corporation will pay or provide you with (i) your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination (but no incentive bonus will be payable for the fiscal year in which termination occurs), and (ii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. The Consolidated ManpowerGroup will have no further obligations to you.

(b) Termination by Reason of Disability or Death. If your employment with the Consolidated ManpowerGroup terminates during the Term by reason of your disability or death, the Corporation will pay or provide you with (i) your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination, (ii) a bonus for the fiscal year during which the Date of Termination occurs equal to your target annual bonus for the fiscal year in which the Date of Termination occurs, but prorated for the actual number of days you were employed during such fiscal year, payable within sixty days after the Date of Termination, and (iii) all benefits to which you are entitled under any Benefit Plans in accordance with the terms of such plans. For purposes of this letter, “disability” means that you are, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the Corporation or the Consolidated ManpowerGroup. The Consolidated ManpowerGroup will have no further obligations to you.

(c) Termination for Any Other Reason - Other than in a Change of Control. If your employment with the Consolidated ManpowerGroup is terminated during the Term for any reason not specified in Subsections 2(a) or (b), above, and Subsection 2(d), below, does not apply to the termination, you will be entitled to the following:

(i) the Corporation will pay you, your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination;

(ii) the Corporation will pay you, a bonus for the fiscal year during which the Date of Termination occurs equal in amount to the bonus you would have received for the full fiscal year had your employment not terminated, determined by the actual financial results of the Corporation at year-end towards any non-discretionary financial goals and by basing any discretionary component at the target level of such component; provided, however, that such bonus will be prorated for the actual number of days you were employed during the fiscal year during which the Date of Termination occurs;

(iii) the Corporation will pay, as a severance benefit to you, a lump sum payment equal to (1) the amount of your annual base salary at the highest rate in effect during the Term plus (2) your target annual bonus for the fiscal year in which the Date of Termination occurs;

(iv) for up to a twelve-month period after the Date of Termination, the Corporation will arrange to provide you and your eligible dependents with Health Insurance Continuation (defined below) or other substantially similar coverage based on the medical and dental plans in which you were participating in on the Date of Termination; provided, however, that benefits otherwise receivable by you pursuant to this Subsection 2(c)(iv) will be reduced to the extent other comparable benefits are actually received by you during the twelve-month period following your termination, and any such benefits actually received by you or your dependents will be reported to the Corporation; and provided, further that any insurance continuation coverage that you may be entitled to receive under COBRA or similar foreign or state laws will commence on the Date of Termination.

For purposes of this Subsection 2(c)(iv), "Health Insurance Continuation" means that, if, and to the extent, you or any of your eligible dependents, following the Date of Termination, elect to continue coverage under the Corporation's group medical and dental insurance plans, in accordance with the requirements of COBRA or similar foreign or state laws, the Consolidated ManpowerGroup will pay the total cost of such coverage under the Corporation's group medical and dental insurance plans for the first twelve months for which you and/or your eligible dependents are eligible for such coverage; provided, however, that if you, your spouse or any other eligible dependent commences new employment during such twelve-month period and becomes eligible for health insurance benefits from such new employer, the Corporation's obligation to provide such Corporation-subsidized COBRA coverage to you or such eligible dependent shall terminate as of the date you or such dependent becomes eligible to receive such health insurance benefits from such new employer. Immediately following this period of Corporation-subsidized COBRA coverage, you and/or your eligible dependents, as applicable, will be solely responsible for payment of the entire cost of COBRA coverage if such coverage remains available and you and/or your eligible dependents choose to continue such coverage. Within five calendar days of you or any of your eligible dependents becoming eligible to receive health insurance benefits from a new employer, you agree to inform the Corporation of such fact in writing. If the Consolidated ManpowerGroup determines that the Corporation-subsidized COBRA payments provided by this Subsection 2(c)(iv) are taxable, the payments will be grossed-up so that the net amount received by you, after subtraction of all taxes applicable to the payments plus the gross-up amount, will equal the cost of such COBRA coverage; and

(v) the Corporation will make available to you, an outplacement service program, chosen by the Corporation, and provided by the Corporation or its subsidiaries or an outplacement service provider selected by the Corporation. Such outplacement service program will be of a duration chosen by the Corporation but will not, in any instance, end later than one (1) year following the Date of Termination. Upon completion of the outplacement program specified in this Subsection 2(c)(v), you will be solely responsible for payment of any additional costs incurred as a result of your use of such outplacement services. The Corporation will not substitute cash or other compensation in lieu of the outplacement service program specified in this Subsection 2(c)(v).

(d) Termination for Any Other Reason - Change of Control. If, during the Term and either during a Protected Period or within two years after the occurrence of a Change of Control, your employment with the Consolidated ManpowerGroup is terminated for any reason not specified in Subsections 2(a) or (b), above, you will be entitled to the following:

(i) the Corporation will pay you, your unpaid bonus, if any, attributable to any complete fiscal year of the Consolidated ManpowerGroup ended before the Date of Termination;

(ii) the Corporation will pay you, a bonus for the fiscal year during which the Date of Termination occurs equal in amount to your target annual bonus for the fiscal year in which the Change of Control occurs; provided, however, that the bonus payable hereunder will be prorated for the actual number of days you were employed during the fiscal year during which the Date of Termination occurs;

(iii) the Corporation will pay, as a severance benefit to you, a lump-sum payment equal to two times the sum of (1) your annual base salary at the highest rate in effect during the Term and (2) your target annual bonus for the fiscal year in which the Change of Control occurs;

(iv) for up to an eighteen-month period after the Date of Termination, the Corporation will arrange to provide you and your eligible dependents, at the Consolidated ManpowerGroup's expense, with Health Insurance Continuation (defined below), or other substantially similar coverage based on the medical and dental plans in which you were participating in on the Date of Termination; provided, however, that benefits otherwise receivable by you pursuant to this Subsection 2(d)(iv) will be reduced to the extent other comparable benefits are actually received by you during the eighteen-month period following your termination, and any such benefits actually received by you or your dependents will be reported to the Corpora-tion; and provided, further that any insurance continuation coverage that you may be entitled to receive under the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), or similar foreign or state laws will commence on the Date of Termination.

For purposes of this Subsection 2(d)(iv), "Health Insurance Continuation" means that, if, and to the extent, you or any of your eligible dependents, following the Date of Termination, elect to continue coverage under the Corporation's group medical and dental insurance plans, in accordance with the requirements of COBRA or similar foreign or state laws, the Consolidated ManpowerGroup will pay the total cost of such COBRA coverage for the first eighteen months for which you and/or your eligible dependents are eligible for such coverage; provided, however, that if you, your spouse or any other eligible dependent commences new employment during such eighteen-month period and becomes eligible for health insurance benefits from such new employer, the Corporation's obligation to provide such Corporation-subsidized COBRA coverage to you or such eligible dependent shall terminate as of the date you or such dependent becomes eligible to receive such health insurance benefits from such new employer. Immediately following this period of Corporation-subsidized COBRA coverage, you and/or your eligible dependents, as applicable, will be solely responsible for payment of the entire cost of COBRA coverage if such coverage remains available and you and/or your eligible dependents choose to continue such coverage. Within five calendar days of you or any of your eligible dependents becoming eligible to receive health insurance benefits from a new employer, you agree to inform the Corporation of such fact in writing. If the Consolidated ManpowerGroup determines that the Corporation-subsidized COBRA payments provided by this Subsection 2(d)(iv) are taxable, the payments will be grossed-up so that the net amount received by you, after subtraction of all taxes applicable to the payments plus the gross-up amount, will equal the cost of such COBRA coverage; and

(v) the Corporation will make available to you, an outplacement service program, chosen by the Corporation, and provided by the Corporation or its subsidiaries or an outplacement service provider selected by the Corporation. Such outplacement service program will be of a duration chosen by the Corporation but will not, in any instance, end later than one (1) year following the Date of Termination. Upon completion of the outplacement program specified in this Subsection 2(d)(v), you will be solely responsible for payment of any additional costs incurred as a result of your use of such outplacement services. The Corporation will not substitute cash or other compensation in lieu of the outplacement service program specified in this Subsection 2(d)(v).

(e) Limitation on Benefits. The amounts paid to you pursuant to Subsection 2(c)(iii) or 2(d)(iii) above will not be included as compensation for purposes of any qualified or nonqualified pension or welfare benefit plan of the Consolidated ManpowerGroup. Notwithstanding anything contained herein to the contrary, the Corporation, based on the advice of its legal or tax counsel, shall compute whether there would be any "excess parachute payments" payable to you, within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), taking into account the total "parachute payments," within the meaning of Section 280G of the Code, payable to you by the Corporation under this letter agreement and any other plan, agreement or otherwise. If there would be any excess parachute payments, the Corporation, based on the advice of its legal or tax counsel, shall compute the net after-tax proceeds to you, taking into account the excise tax imposed by Section 4999 of the Code, as if (i) the amount to be paid to you pursuant to Subsection 2(d)(iii) were reduced, but not below zero, such that the total parachute payments payable to you would not exceed three (3) times the "base amount" as defined in Section 280G of the Code, less One Dollar ($1.00), or (ii) the full amount to be paid to you pursuant to Subsection 2(d)(iii) were not reduced. If reducing the amount otherwise payable to you pursuant to Subsection 2(d)(iii) hereof would result in a greater after-tax amount to you, such reduced amount shall be paid to you and the remainder shall be forfeited by you as of the Date of Termination. If not reducing the amount otherwise payable to you pursuant to Subsection 2(d)(iii) would result in a greater after-tax amount to you, the amount payable to you pursuant to Subsection 2(d)(iii) shall not be reduced.

(f) Timing of Payments. The bonus payment provided for in Subsection 2(c)(i) or 2(d)(i) will be made pursuant to the terms of the applicable bonus plan. The bonus payment provided for in Subsection 2(c)(ii) will be paid between January 1 and March 15 of the calendar year following the Date of Termination. The bonus payment provided for in Subsection 2(d)(ii) will be paid on the thirtieth (30^{th}) day after the Date of Termination. The severance benefit provided for in Subsection 2(c)(iii) or 2(d)(iii) will be paid in one lump sum on the thirtieth (30th) day after the Date of Termination. While the parties acknowledge that the payments in the previous three sentences are intended to be "short-term deferrals" and therefore are exempt from the application of Section 409A of the Code, to the extent (i) further guidance or interpretation is issued by the IRS after the date of this letter agreement which would indicate that the payments do not qualify as "short-term deferrals," and (ii) you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code upon the Date of Termination, such payments shall be delayed and instead shall be paid in one lump sum on the date that is the first business day immediately following the six month anniversary of the Date of Termination. If any of such payment is not made when due (hereinafter a "Delinquent Payment"), in addition to such principal sum, the Corporation will pay you interest on any and all such Delinquent Payments from the date due computed at the prime rate, compounded monthly. Such prime rate shall be the prime rate (currently the base rate on corporate loans posted by at least 75% of the 30 largest U.S. banks) in effect from time to time as reported in *The Wall Street Journal*, Midwest edition (or, if not so reported, as reported in such other similar source(s) as the Corporation shall select).

(g) Release of Claims. Notwithstanding the foregoing, you will have no right to receive any payment or benefit described in Subsections 2(c)(ii)-(v) or 2(d)(ii)-(v), above, unless and until you execute, and there shall be effective following any statutory period for revocation, a release, in a form reasonably acceptable to the Corporation, that irrevocably and unconditionally releases, waives, and fully and forever discharges the Consolidated ManpowerGroup and its past and current directors, officers, shareholders, members, partners, employees, and agents from and against any and all claims, liabilities, obligations, covenants, rights, demands and damages of any nature whatsoever, whether known or unknown, anticipated or unanticipated, relating to or arising out of your employment with the Consolidated ManpowerGroup, including without limitation claims arising under the Age Discrimination in Employment Act of 1967, as amended, Title VII of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1991, but excluding any claims covered under any applicable workers' compensation act. The execution by you of the release and the statutory period for revocation must be completed prior to the thirtieth (30^{th}) day after the Date of Termination.

(h) Forfeiture. Notwithstanding the foregoing, your right to receive the payments and benefits to be provided to you under this Section 2 beyond those described in Subsection 2(a), above, is conditioned upon your performance of the obligations stated in Sections 3-6, below, and upon your breach of any such obligations, you will immediately return to the Corporation the amount of such payments and benefits and you will no longer have any right to receive any such payments or benefits.

3. Nondisclosure.

(a) You will not, directly or indirectly, at any time during the term of your employment with the Consolidated ManpowerGroup, or during the two-year period following your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, use or possess for yourself or others or disclose to others except in the good faith performance of your duties for the Consolidated ManpowerGroup any Confidential Information (as defined below), whether or not conceived, developed, or perfected by you and no matter how it became known to you, unless (i) you first secure written consent of the Corporation to such disclosure, possession or use, (ii) the same shall have lawfully become a matter of public knowledge other than by your act or omission, or (iii) you are ordered to disclose the same by a court of competent jurisdiction or are otherwise required to disclose the same by law, and you promptly notify the Corporation of such disclosure. "Confidential Information" shall mean all business information (whether or not in written form) which relates to the Consolidated ManpowerGroup and which is not known to the public generally (absent your disclosure), including, but not limited to, confidential knowledge, operating instructions, training materials and systems, customer lists, sales records and documents, marketing and sales strategies and plans, market surveys, cost and profitability analyses, pricing information, competitive strategies, personnel-related information, and supplier lists, but shall not include business information which constitutes trade secrets under applicable trade secrets law. This obligation will survive the termination of your employment for a period of two years.

(b) You will not, directly or indirectly, at any time during the term of your employment with the Consolidated Manpower Group, or any time thereafter use or disclose any Trade Secret of the Consolidated ManpowerGroup. The term "Trade Secret" shall have the meaning afforded under applicable law. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets or privileged information where such protections provide the Consolidated ManpowerGroup with greater rights or protections for a longer duration than provided in this Agreement.

(c) With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. §1833, you shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. You are further notified that if you file a lawsuit for retaliation by the Consolidated ManpowerGroup for reporting a suspected violation of law, you may disclose the Consolidated ManpowerGroup's Trade Secrets to your attorney and use the Trade Secret information in the court proceeding, provided that you file any document containing the Trade Secret under seal so that it is not disclosed to the public and does not disclose the Trade Secret, except pursuant to court order.

(d) Upon your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, or at any other time upon request of the Corporation, you will promptly surrender to the Corporation, or with the permission of the Corporation destroy and certify such destruction to the Corporation, any documents, materials, or computer or electronic records containing any Confidential Information, Trade Secrets or privileged information which are in your possession or under your control.

4. Nonsolicitation of Employees. You agree that you will not, at any time during the term of your employment with the Consolidated ManpowerGroup or during the one-year period following your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, either on your own account or in conjunction with or on behalf of any other person, company, business entity, or other organization whatsoever, directly or indirectly induce, solicit, entice or procure any person who is a managerial employee of any company in the Consolidated ManpowerGroup (but in the event of your termination, any such managerial employee that you have had contact with in the two years prior to your termination) to terminate his or her employment with the Consolidated ManpowerGroup so as to accept employment elsewhere or to diminish or curtail the services such person provides to the Consolidated ManpowerGroup.

5. Restrictions During Employment. During the term of your employment with the Corporation, you will not directly or indirectly compete against the Corporation, or directly or indirectly divert or attempt to divert customers' business from the Corporation anywhere the Corporation does or is taking steps to do business.

6. Noncompetition Agreement. During the one-year period which immediately follows the termination, for whatever reason, of your employment with the Corporation:

(a) You will not, directly or indirectly, contact any customer of the Consolidated ManpowerGroup with whom you have had contact on behalf of the Consolidated ManpowerGroup during the two-year period preceding the Date of Termination or any customer about whom you obtained confidential information in connection with your employment by the Consolidated ManpowerGroup during such two-year period so as to cause or attempt to cause such customer of the Consolidated ManpowerGroup not to do business or to reduce such customer's business with the Consolidated ManpowerGroup or divert any business from the Consolidated ManpowerGroup.

(b) You will not, directly or indirectly, provide services or assistance of a nature similar to the services you provided to the Consolidated ManpowerGroup during the two-year period immediately preceding the Date of Termination to any entity (i) engaged in the business of providing temporary staffing services anywhere in the United States or any other country in which the Consolidated ManpowerGroup conducts business as of the Date of Termination which has, together with its affiliated entities, annual revenues from such business in excess of US $500,000,000 or (ii) engaged in the business of providing permanent placement, professional staffing, outplacement, online staffing or human resource services (including consulting, task-based services, recruitment or other talent solutions) anywhere in the United States or any other country in which the

Consolidated ManpowerGroup conducts business as of the Date of Termination which has, together with its affiliated entities, annual revenues from such business in excess of US $250,000,000. You acknowledge that the scope of this limitation is reasonable in that, among other things, providing any such services or assistance during such one-year period would permit you to use unfairly your close identification with the Consolidated ManpowerGroup and the customer contacts you developed while employed by the Consolidated ManpowerGroup and would involve the use or disclosure of confidential information pertaining to the Consolidated ManpowerGroup.

7. Injunctive and Other Interim Measures.

(a) Injunction. You recognize that irreparable and incalculable injury will result to the Consolidated ManpowerGroup and its businesses and properties in the event of your breach of any of the restrictions imposed by Sections 3-6, above. You therefore agree that, in the event of any such actual, impending or threatened breach, the Corporation will be entitled, in addition to the remedies set forth in Subsection 2(h), above (which the parties agree would not be an adequate remedy), and any other remedies and damages, to, including, but not limited to, provisional or interim measures, including temporary and permanent injunctive relief, without the necessity of posting a bond or other security, from a court of competent jurisdiction restraining the actual, impending or threatened violation, or further violation, of such restrictions by you and by any other person or entity for whom you may be acting or who is acting for you or in concert with you.

(b) Equitable Extension. The duration of any restriction in Section 3-6, above, will be extended by any period during which such restriction is violated by you.

(c) Nonapplication. Notwithstanding the above, Sections 4 and 6, above, will not apply if your employment with the Corporation is terminated by you for Good Reason or by the Corporation without Cause either during a Protected Period or within two years after the occurrence of a Change of Control.

8. Unemployment Compensation. The severance benefits provided for in Subsection 2(c)(iii) will be assigned for unemployment compensation benefit purposes to the one-year period following the Date of Termination, and the severance benefits provided for in Subsection 2(d)(iii) will be assigned for unemployment compensation purposes to the two-year period following the Date of Termination, and you will be ineligible to receive, and you agree not to apply for, unemployment compensation during such periods.

9. Nondisparagement. Upon your termination, for whatever reason, of employment with the Corporation, the Corporation agrees that its directors and officers, during their employment by or service to the Consolidated ManpowerGroup, will refrain from making any statements that disparage or otherwise impair your reputation or commercial interests. Upon your termination, for whatever reason, of employment with the Consolidated ManpowerGroup, you agree to refrain from making any statements that disparage or otherwise impair the reputation, goodwill, or commercial interests of the Consolidated ManpowerGroup, or its officers, directors, or employees. However, the foregoing will not preclude the Corporation from providing truthful information about you concerning your employment or termination of employment with the Consolidated ManpowerGroup in response to an inquiry from a prospective employer in connection with your possible employment, and will not preclude either party from providing truthful testimony pursuant to subpoena or other legal process or in the course of any proceeding that may be commenced for purposes of enforcing this letter agreement.

10. Successors; Binding Agreement. This letter agreement will be binding on the Corporation and its successors and will inure to the benefit of and be enforceable by your personal or legal representatives, heirs and successors.

11. Notice. Notices and all other communications provided for in this letter will be in writing and will be deemed to have been duly given when delivered in person, sent by telecopy, or two days after mailed by United States registered or certified mail, return receipt requested, postage prepaid, and properly addressed to the other party.

12. No Right to Remain Employed. Nothing contained in this letter will be construed as conferring upon you any right to remain employed by the Corporation or any member of the Consolidated ManpowerGroup or affect the right of the Corporation or any member of the Consolidated ManpowerGroup to terminate your employment at any time for any reason or no reason, with or without cause, subject to the obligations of the Corporation as set forth herein.

13. Modification. No provision of this letter may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing by you and the Corporation.

14. Withholding. The Corporation shall be entitled to withhold from amounts to be paid to you hereunder any federal, state, or local withholding or other taxes or charges which it is, from time to time, required to withhold under applicable law.

15. Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, United States of America, without regard to its conflict of law provisions.

16. Reduction of Amounts Due Under Law. You agree that any severance payment (*i.e*, any payment other than a payment for salary through your Date of Termination or for a bonus earned in the prior fiscal year but not yet paid) to you pursuant to this agreement will be counted towards any severance type payments otherwise due you under law. By way of illustration, English law requires notice period of one (1) week for every year of service up to a maximum of twelve (12) weeks of notice. In the event you are terminated without notice and you would otherwise be entitled to a severance payment hereunder, such severance payment will be considered to be payment in lieu of such notice.

17. Previous Agreements. This letter, upon acceptance by you, expressly supersedes any and all previous agreements or understandings relating to your employment by the Corporation or the Consolidated ManpowerGroup, except for the letter from the Corporation to you dated April 4, 2007, as amended from time to time regarding the Corporation's offer of employment to you (provided this letter will supersede the sections of that prior letter concerning severance protection and restrictive covenants) or the termination of such employment, and any such agreements or understandings shall, as of the date of your acceptance, have no further force or effect.

18. Dispute Resolution. Section 7 to the contrary notwithstanding, the parties shall, to the extent feasible, attempt in good faith to resolve promptly by negotiation any dispute arising out of or relating to your employment by the Consolidated ManpowerGroup pursuant to this letter agreement. In the event any such dispute has not been resolved within 30 days after a party's request for negotiation, either party may initiate arbitration as hereinafter provided. For purposes of this Section 18, the party initiating arbitration shall be denominated the "Claimant" and the other party shall be denominated the "Respondent."

(a) If your principal place of employment with the Consolidated ManpowerGroup is outside the United States, any dispute arising out of or relating to this letter agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration before a sole arbitrator in accordance with the International Institute for Conflict Prevention and Resolution International Rules for Non-Administered Arbitration (the "CPR International Rules") as then in effect. If the parties are unable to select the arbitrator within 30 days after Respondent's receipt of Claimant's Notice of Arbitration and the 30-day deadline has not been extended by the parties' agreement, the arbitrator shall be selected by CPR as provided in CPR International Rule 6. The seat of the arbitration shall be the Borough of Manhattan in the City, County and State of New York, United States of America. The arbitration shall be conducted in the English language. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Anything in the foregoing to the contrary notwithstanding, the parties expressly agree that at any time before the arbitrator has been selected and the initial pre-hearing conference provided for in International Rule 9.3 has been held, either of them shall have the right to apply to any court located in Milwaukee County, Wisconsin, United States of America, to whose jurisdiction they agree to submit, or to any other court that otherwise has jurisdiction over the parties, for provisional or interim measures including, but not limited to, temporary or permanent injunctive relief.

(b) If your principal place of employment with the Consolidated ManpowerGroup is within the United States, any dispute arising out of or relating to this letter agreement, including the breach, termination or validity thereof, shall be finally resolved by arbitration before a sole arbitrator in accordance with the International Institute for Conflict Prevention and Resolution Rules for Non-Administered Arbitration (the "CPR Rules") as then in effect. If the parties are unable to select the arbitrator within 30 days after Respondent's receipt of Claimant's Notice of Arbitration and the 30-day deadline has not been extended by the parties' agreement, the arbitrator shall be selected by CPR as provided in Rule 6 of the CPR Rules. The seat of the arbitration shall be Milwaukee, Wisconsin, United States of America. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq*. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Anything in the foregoing to the contrary notwithstanding, the parties expressly agree that at any time before the arbitrator has been selected and the initial pre-hearing conference has been held as provided in Rule 9.3 of the CPR Rules, either of them shall have the right to apply to any court located in Milwaukee County, Wisconsin, United States of America to whose jurisdiction they agree to submit, or to any other court that otherwise has jurisdiction over the parties, for provisional or interim measures, including, but not limited to, temporary or permanent injunctive relief.

19. Severability. The obligations imposed by Paragraphs 3-6, above, of this agreement are severable and should be construed independently of each other. The invalidity of one such provision shall not affect the validity of any other such provision.

If you are in agreement with the foregoing, please sign and return one copy of this letter which will constitute our agreement with respect to the subject matter of this letter.

Sincerely,

MANPOWERGROUP INC.

By: /s/ Jonas Prising
Jonas Prising, Chief Executive Officer

Agreed as of the 28th day of July, 2016.

/s/ Darryl Green
Darryl Green

Exhibit 12.1

STATEMENT REGARDING COMPUTATION
OF RATIO OF EARNINGS TO FIXED CHARGES

MANPOWERGROUP INC.

(in millions)

	6 Months Ended June 30, 2016
Earnings:	
Earnings before income taxes	$ 304.7
Fixed charges	46.7
	$ 351.4
Fixed charges:	
Interest (expensed or capitalized)	$ 18.8
Estimated interest portion of rent expense	27.9
	$ 46.7
Ratio of earnings to fixed charges	7.5

	2015	2014	2013	2012	2011
Earnings:					
Earnings before income taxes	$ 660.7	$ 681.6	$ 475.5	$ 368.4	$ 479.9
Fixed charges	118.4	133.6	159.7	165.1	170.2
	$ 779.1	$ 815.2	$ 635.2	$ 533.5	$ 650.1
Fixed charges:					
Interest (expensed or capitalized)	$ 38.6	$ 35.1	$ 43.2	$ 42.5	$ 43.1
Estimated interest portion of rent expense	79.8	98.5	116.5	122.6	127.1
	$ 118.4	$ 133.6	$ 159.7	$ 165.1	$ 170.2
Ratio of earnings to fixed charges	6.6	6.1	4.0	3.2	3.8

Note: The calculation of ratio of earnings to fixed charges set forth above is in accordance with Regulation S-K, Item 601(b)(12). This calculation is different than the fixed charge ratio that is required by our various borrowing facilities.

Exhibit 31.1

CERTIFICATION

I, Jonas Prising, Chief Executive Officer of ManpowerGroup Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of ManpowerGroup Inc.;

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(s) 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(s) 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 (or persons performing the equivalent functions):

    (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.

Dated: July 29, 2016

/s/ Jonas Prising

Jonas Prising
Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, John T. McGinnis, Executive Vice President and Chief Financial Officer of ManpowerGroup Inc., certify that:

1. I have reviewed this quarterly report on Form 10-Q of ManpowerGroup Inc.;

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(s) 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(s) 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 (or persons performing the equivalent functions):

   (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.

Dated: July 29, 2016

/s/ John T. McGinnis

John T. McGinnis
Executive Vice President and Chief Financial Officer

Exhibit 32.1

STATEMENT

Pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. ss. 1350, the undersigned officer of ManpowerGroup Inc. (the "Company"), hereby certifies that to his knowledge:

1. the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016 fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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.

ManpowerGroup Inc.

Dated: July 29, 2016

/s/ Jonas Prising

Jonas Prising
Chief Executive Officer

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of the Securities Exchange Act of 1934.

Exhibit 32.2

STATEMENT

Pursuant to ss. 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. ss. 1350, the undersigned officer of ManpowerGroup Inc. (the "Company"), hereby certifies that to his knowledge:

1. the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016 fully complies with the requirements of Section 13(a) or 15(d), as applicable, 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.

ManpowerGroup Inc.

Dated: July 29, 2016

/s/ John T. McGinnis

John T. McGinnis
Executive Vice President and Chief Financial Officer

This certification accompanies this Quarterly Report on Form 10-Q pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not be deemed filed by the Company for purposes of the Securities Exchange Act of 1934.