

WESCO INTERNATIONAL INC
Form SC 13G/A
February 14, 2014

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

SCHEDULE 13G

Under the Securities Exchange Act of 1934

(Amendment No. 2)*

WESCO International, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

95082P105

(CUSIP Number)

December 31, 2013

(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

Rule 13d-1(b)

Rule 13d-1(c)

Rule 13d-1(d)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 (the "Act") or otherwise subject to the liabilities of that section of the Act, but shall be subject to all other provisions of the Act (however, see the Notes.)

CUSIP
No. 95082P105

1. NAMES OF REPORTING PERSONS
I.R.S. IDENTIFICATION NO. OF ABOVE
PERSONS (ENTITIES ONLY)

Wellington Management Company, LLP
04-2683227

2. CHECK THE APPROPRIATE BOX IF A MEMBER
OF A GROUP

(a)
(b)

3. SEC USE ONLY

4. CITIZENSHIP OR PLACE OF ORGANIZATION

Massachusetts

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5. SOLE VOTING POWER	0
	6. SHARED VOTING POWER	3,584,375
	7. SOLE DISPOSITIVE POWER	0
	8. SHARED DISPOSITIVE POWER	5,198,719

9. AGGREGATE AMOUNT BENEFICIALLY
OWNED BY EACH REPORTING PERSON

5,198,719

10. CHECK IF THE AGGREGATE AMOUNT IN ROW
(9) EXCLUDES CERTAIN SHARES

11. PERCENT OF CLASS REPRESENTED BY
AMOUNT IN ROW (9)

11.76%

12. TYPE OF REPORTING PERSON

IA

Item 1.

- (a) **Name of Issuer**
WESCO International, Inc.
- (b) **Address of Issuer's Principal Executive Offices**
225 West Station Square Drive
Suite 700
Pittsburgh, PA 15219

Item 2.

- (a) **Name of Person Filing**
Wellington Management Company, LLP ("Wellington Management")
- (b) **Address of Principal Business Office or, if None, Residence**
280 Congress Street
Boston, MA 02210
- (c) **Citizenship**
Massachusetts
- (d) **Title of Class of Securities**
Common Stock
- (e) **CUSIP Number**
95082P105

Item 3. If This Statement is Filed Pursuant to Rule 13d-1(b), or 13d-2(b) or (c), Check Whether the Person Filing is a:

- (a) Broker or dealer registered under Section 15 of the Act (15 U.S.C. 78o).
- (b) Bank as defined in Section 3(a)(6) of the Act (15 U.S.C. 78c).
- (c) Insurance Company as defined in Section 3(a)(19) of the Act (15 U.S.C. 78c).
- (d) Investment Company registered under Section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8).
- (e) An investment adviser in accordance with Rule 240.13d-1(b)(1)(ii)(E);
- (f) An employee benefit plan or endowment fund in accordance with Rule 240.13d-1(b)(1)(ii)(F);
- (g) A parent holding company or control person in accordance with Rule 240.13d-1(b)(1)(ii)(G);
- (h) A savings association as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);
- (i) A church plan that is excluded from the definition of an investment company under Section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);

(j) Group, in accordance with Rule 240.13d-1(b)(1)(ii)(J).

If this statement is filed pursuant to Rule 13d-1(c), check this box

Item 4. Ownership.

Provide the following information regarding the aggregate number and percentage of the class of securities of the issuer identified in Item 1.

(a) Amount Beneficially Owned:

Wellington Management, in its capacity as investment adviser, may be deemed to beneficially own 5,198,719 shares of the Issuer which are held of record by clients of Wellington Management.

(b) Percent of Class:

11.76%

(c) Number of shares as to which such person has:

(i) sole power to vote or to direct the vote	0
(ii) shared power to vote or to direct the vote	3,584,375
(iii) sole power to dispose or to direct the disposition of	0
(iv) shared power to dispose or to direct the disposition of	5,198,719

Item 5. Ownership of Five Percent or Less of Class.

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than five percent of the class of securities, check the following:

Item 6. Ownership of More than Five Percent on Behalf of Another Person.

The securities as to which this Schedule is filed by Wellington Management, in its capacity as investment adviser, are owned of record by clients of Wellington Management. Those clients have the right to receive, or the power to direct the receipt of, dividends from, or the proceeds from the sale of, such securities. No such client is known to have such right or power with respect to more than five percent of this class of securities, except as follows:

Not Applicable.

Item 7. Identification and Classification of the Subsidiary Which Acquired the Security Being Reported on by the Parent Holding Company.

Not Applicable.

Item 8. Identification and Classification of Members of the Group.

Not Applicable.

Item 9. Notice of Dissolution of Group.

Not Applicable.

Item 10. Certification.

By signing below I certify that, to the best of my knowledge and belief, the securities referred to above were acquired and are held in the ordinary course of business and were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction having that purpose or effect.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

By: /s/ Steven M. Hoffman

Name: Steven M. Hoffman

Title: Vice President

Date: February 14, 2014

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46,500

8.90

10/15/18

30,000

28.30

7/16/19

John Stuckey

23,150

8.90

10/15/18

12,500

28.30

7/16/19

17

SIGNATURE

Employment and Other Agreements

In June 2016, we extended, for a one-year period, Executive Employment Agreements (“Agreements”) with Jeffrey Parker, our Chief Executive Officer, Cynthia Poehlman, our Chief Financial Officer and David Sorrells, our Chief Technology Officer (the “Covered Executives”).

The Agreements provide each of the Covered Executives with a base salary commensurate with his or her position in the organization, a potential annual achievement bonus based on performance as determined by the compensation committee, and long-term equity incentive awards at the discretion of the committee. In addition, the Agreement for our chief executive officer provides for an annual automobile allowance.

The Agreements contain provisions for the protection of our intellectual property and for severance benefits and non-compete restrictions in the event of termination of the Covered Executive’s employment. The Agreements provide for payments upon termination for various events including, with or without cause termination by us, termination due to death or disability of the Executive, termination due to a change in control event and termination by the Covered Executive for “Good Reason” as defined in the Agreements. See “Potential Payments upon Termination or Change in Control” below for a discussion of the various severance benefits payable to the Covered Executives under the terms of the Agreements.

Upon the termination of a Covered Executive, we may enforce non-compete provisions over a restriction period not to exceed three years provided that we compensate the Covered Executive at his or her ending base salary on a monthly basis over the restriction period (“Non-Compete Compensation”). The non-compete provisions of the Agreements impose restrictions on (i) employment or consultation with competing companies or customers, (ii) recruiting or hiring employees for a competing company and (iii) soliciting or accepting business from our customers. We also have non-compete arrangements in place with all of our other employees that are similar to the non-compete restrictions for our Covered Executives. Certain severance payments and other amounts may be applied as credits toward our Non-Compete Compensation obligation. In addition, under the terms of our Executive’s equity award agreements, certain termination events may give rise to accelerated vesting of unvested equity awards as more fully discussed below.

The Agreements also provide that the Covered Executives will comply with any law, SEC rule, or listing standard for the exchange on which our shares are listed that require us to recover from the Covered Executive any portion of incentive-based compensation received from us.

Potential Payments upon Termination or Change in Control

Potential severance benefits are payable to the Covered Executives under the terms of the Agreements in the event the Covered Executive’s employment is terminated without cause, due to a change in control event, or for “Good Reason” as defined in the Agreements.

Payments Made Upon Termination – When an Executive’s employment is terminated for any reason other than for cause, he or she is entitled to receive his or her base salary through the date of termination, and any earned but unused vacation pay. When an Executive’s employment is terminated for cause, he or she is only entitled to his or her base salary through the date of termination. Furthermore, in the event a Covered Executive’s employment is terminated for cause or a Covered Executive resigns without “Good Reason”, all gains realized from the Covered Executive’s sale of our common shares from vested restricted stock units (“RSUs”) or stock options during the twelve months immediately preceding the termination date shall be credited towards Non-Compete Compensation. In addition, the total value of equity instruments provided to the Covered Executive during the entire term of his or her employment with us that are vested and outstanding at the termination date shall be credited towards the Non-Compete Compensation. The value of outstanding equity awards shall be determined using the closing market price of our common stock on the termination date.

Payments Made Upon Termination Due to a Change in Control – In the event a Covered Executive’s employment is terminated without cause or a Covered Executive resigns with “Good Reason” within two years of a change in control event, in addition to the benefits listed under “Payments Made Upon Termination” above, he or she is entitled to receive a multiple of his or her base salary, an amount in lieu of annual bonus or incentive compensation, continuation of group health benefits and acceleration of certain unvested and outstanding equity awards. The base salary multiple varies by individual and ranges from 150% to 300%. The amount in lieu of annual bonus or incentive compensation is determined based on the greater of the bonus or annual incentive compensation earned in the year prior to the change in control, the average of the prior three year’s bonus or annual incentive compensation, or a prorated amount of the current year’s bonus or annual incentive compensation. The severance pay in excess of twelve months’ base salary is applied as a credit toward the Non-Compete Compensation.

In accordance with the terms of the Executive’s individual equity agreements, the Executive would also be eligible for accelerated vesting of certain equity awards in the event of a change in control. Any unvested stock options or unvested time-based RSUs will automatically vest upon a change in control. If the change in control occurrence is approved by our Board, the Board may, at its option, accelerate the vesting of any unvested time-based RSUs and repurchase them for a cash value as defined in the equity plan.

Payments Made Upon Termination Without Cause – In the event a Covered Executive’s employment is terminated without cause and the Covered Executive executes a release agreement with us, he or she is entitled to a severance package. The severance package includes continuation of base salary for a one-year period following the termination date, continuation of group health benefits and payment of any annual achievement bonus on a prorated basis. In the event a Covered Executive resigns for “Good Reason,” as defined in the Agreement, and executes a release agreement with us, he or she is entitled to the same severance benefits as if he or she was terminated without cause. Good Reason is defined in the Agreement as a material diminution in the Covered Executive’s authority, duties or responsibilities, a material diminution in the Covered Executive’s base compensation and benefits, except for reductions applicable to all Executives, a material relocation of the Covered Executive’s primary office or a material breach of the Agreement by us.

Payments Made Upon Termination Due to Disability – In the event an Executive’s employment is terminated within six months of becoming disabled, as defined in the Agreement, he or she will be entitled to the benefits listed under “Payments Made upon Termination” and, in the case of a Covered Executive, the severance package listed under “Payments Made upon Termination without Cause” above. If, however, the Covered Executive’s employment is terminated after six months of becoming disabled, he or she becomes eligible for payments under a company-paid long-term disability plan with a third-party carrier in which case, the severance package is limited to the continuation of health benefits. In addition, if an Executive’s employment is terminated due to disability, he or she receives an automatic acceleration of fifty percent of any unvested options or RSUs in accordance with the terms of the individual equity agreements.

Payments Made Upon Death – Upon the death of an Executive, the Executive’s beneficiaries shall receive the proceeds from company-paid life insurance policies purchased for the benefit of the Executive. In addition, the Executive’s beneficiaries shall receive an acceleration of fifty percent of any unvested options or RSUs in accordance with the terms of the individual equity agreements.

The following tables reflect the estimated amount of compensation due to each of our Executives in the event of termination of their employment. Actual amounts to be paid out could only be determined at the time of an Executive’s actual separation. For purposes of this disclosure, we assume the triggering event for termination occurred on December 31, 2015. The intrinsic value of equity awards upon termination is calculated based on the December 31, 2015 closing price of our common stock of \$2.32, as adjusted for the 1:10 reverse stock split effective March 30, 2016.

Jeffrey Parker, Chairman and Chief Executive Officer

	Change in Control (Not Board Approved)	Change in Control (Board Approved)	Without Cause or for "Good Reason"	Disability	Death
Benefit and Payments Upon Separation					
Salary	\$975,000 ¹	\$975,000 ¹	\$325,000	\$325,000 ²	\$0
Short-term Incentive Compensation	130,000 ³	130,000 ³	0	0 ²	0
Benefits & Perquisites					
Health Benefits	33,892	33,892	33,892	33,892	0
Life Insurance Proceeds	0	0	0	0	0
Accrued Vacation Pay	12,500	12,500	12,500	12,500	12,500
Total	\$1,151,392	\$1,151,392	\$371,392	\$371,392	\$12,500

¹Under the Agreement, Mr. Parker is entitled to three times his regular annual base salary.

²Assumes termination occurs within first six months of Executive becoming disabled. Following a six month period,

²Executive is not entitled to salary continuation or short-term incentive compensation payments.

Under the Agreement, Executive is entitled the greater of (i) an amount equal to his bonus or annual incentive compensation earned in the year prior to the change in control, (ii) the average of bonus and annual incentive compensation for the three full fiscal years prior to the change in control, or (iii) a prorated amount of the current year's bonus or annual incentive compensation. Amount included is based on the three year average bonus and incentive compensation.

Cynthia Poehlman, Chief Financial Officer and Corporate Secretary

	Change in Control (Not Board Approved)	Change in Control (Board Approved)	Without Cause or for "Good Reason"	Disability (5)	Death
Benefit and Payments Upon Separation					
Salary	\$450,000 ¹	\$450,000 ¹	\$225,000	\$225,000 ²	\$0
Short-term Incentive Compensation	15,000 ³	15,000 ³	0	0 ²	0
Benefits & Perquisites					
Health Benefits	33,892	33,892	33,892	33,892	0
Life Insurance Proceeds	0	0	0	0	1,000,000 ⁴
Accrued Vacation Pay	19,267	19,267	19,267	19,267	19,267
Total	\$518,159	\$518,159	\$278,159	\$278,159	\$1,019,267

1