UNITED STATES SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2012

or

o **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 001-14989

WESCO International, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**25-1723342**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
225 West Station Square Drive Suite 700 Pittsburgh, Pennsylvania	**(412) 454-2200**
(Address of principal executive offices)	(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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 at least the past 90 days. Yes ☑ No o

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

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

Large accelerated filer ☑	Accelerated filer o	Non-accelerated filer o	Smaller reporting company o
		(Do not check if a 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 o No ☑

As of May 1, 2012, WESCO International, Inc. had 43,583,551 shares of common stock outstanding.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
QUARTERLY REPORT ON FORM 10-Q

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WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(unaudited)

Amounts in thousands, except share data	March 31, 2012	December 31, 2011
Assets		
Current Assets:		
Cash and cash equivalents	$ 63,641	$ 63,869
Trade accounts receivable, net of allowance for doubtful accounts of $21,347 and $21,590 in 2012 and 2011, respectively	1,006,398	939,422
Other accounts receivable	25,634	43,442
Inventories, net	634,659	626,967
Current deferred income taxes	29,509	28,217
Income taxes receivable	11,885	12,206
Prepaid expenses and other current assets	22,680	23,297
Total current assets	1,794,406	1,737,420
Property, buildings and equipment, net	134,455	133,550
Intangible assets, net	154,130	156,874
Goodwill	1,022,726	1,008,127
Deferred income taxes	17,412	18,090
Other assets	24,072	24,391
Total assets	$ 3,147,201	$ 3,078,452
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 699,296	$ 642,777
Accrued payroll and benefit costs	51,793	76,915
Short-term debt	12,734	3,261
Current portion of long-term debt	2,482	3,150
Bank overdrafts	45,502	47,489
Other current liabilities	66,364	72,254
Total current liabilities	878,171	845,846
Long-term debt, net of discount of $175,200 and $175,908 in 2012 and 2011, respectively	603,328	642,922
Deferred income taxes	230,167	223,005
Other noncurrent liabilities	24,356	20,769
Total liabilities	$ 1,736,022	$ 1,732,542
Commitments and contingencies (Note 6)		
Stockholders' Equity:		
Preferred stock, $.01 par value; 20,000,000 shares authorized, no shares issued or outstanding	—	—
Common stock, $.01 par value; 210,000,000 shares authorized, 57,167,892 and 57,021,523 shares issued and 43,529,732 and 43,424,031 shares outstanding in 2012 and 2011, respectively	572	571
Class B nonvoting convertible common stock, $.01 par value; 20,000,000 shares authorized, 4,339,431 issued and no shares outstanding in 2012 and 2011, respectively	43	43
Additional capital	1,042,620	1,036,867
Retained earnings	944,767	891,789
Treasury stock, at cost; 17,977,591 and 17,936,923 shares in 2012 and 2011, respectively	(595,944)	(593,329)
Accumulated other comprehensive income	19,247	10,057
Total WESCO International stockholders' equity	1,411,305	1,345,998
Noncontrolling interest	(126)	(88)
Total stockholders' equity	1,411,179	1,345,910
Total liabilities and stockholders' equity	$ 3,147,201	$ 3,078,452

The accompanying notes are an integral part of the condensed consolidated financial statements.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(unaudited)

	Three Months Ended March 31,	
Amounts in thousands, except share data	**2012**	**2011**
Net sales	$ 1,606,018	$ 1,431,305
Cost of goods sold (excluding depreciation and amortization below)	1,286,268	1,145,255
Selling, general and administrative expenses	228,139	213,759
Depreciation and amortization	8,079	7,546
Income from operations	83,532	64,745
Interest expense, net	8,962	12,641
Income before income taxes	74,570	52,104
Provision for income taxes	21,630	14,799
Net income	52,940	37,305
Less: Net loss attributable to noncontrolling interest	(38)	—
Net income attributable to WESCO International, Inc.	$ 52,978	$ 37,305
Comprehensive income:		
Foreign currency translation adjustment	9,190	7,986
Comprehensive income attributable to WESCO International, Inc.	$ 62,168	$ 45,291
Earnings per share attributable to WESCO International, Inc.		
Basic	$ 1.22	$ 0.87
Diluted	$ 1.03	$ 0.74

The accompanying notes are an integral part of the condensed consolidated financial statements.

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

Amounts in thousands	Three Months Ended March 31, 2012	Three Months Ended March 31, 2011
Operating Activities:		
Net income	$ 52,940	$ 37,305
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	8,079	7,546
Amortization of debt issuance costs	633	655
Amortization of debt discount	696	606
Deferred income taxes	7,245	(80)
Stock-based compensation expense	3,803	4,979
Loss on sale of property, buildings and equipment	173	29
Excess tax benefit from stock-based compensation	(1,880)	(1,017)
Interest related to uncertain tax positions	(3,214)	127
Changes in assets and liabilities		
Trade and other receivables, net	(38,214)	(69,711)
Inventories, net	1,986	(38,666)
Prepaid expenses and other current assets	5,159	2,859
Accounts payable	50,330	107,397
Accrued payroll and benefit costs	(25,890)	(16,682)
Other current and noncurrent liabilities	(3,507)	(3,566)
Net cash provided by operating activities	58,339	31,781
Investing Activities:		
Capital expenditures	(4,509)	(5,559)
Acquisition payments, net of cash acquired	(21,980)	(7,798)
Proceeds from sale of assets	11	42
Net cash used in investing activities	(26,478)	(13,315)
Financing Activities:		
Proceeds from issuance of long-term debt	153,753	118,146
Repayments of long-term debt	(185,605)	(140,258)
Debt issuance costs	(106)	(195)
Proceeds from the exercise of stock options	132	211
Excess tax benefit from stock-based compensation	1,880	1,017
Repurchase of common stock	(2,617)	(1,239)
Increase (decrease) in bank overdrafts	(1,987)	1,660
Payments on capital lease obligations	(439)	(359)
Net cash used in financing activities	(34,989)	(21,017)
Effect of exchange rate changes on cash and cash equivalents	2,900	1,406
Net change in cash and cash equivalents	(228)	(1,145)
Cash and cash equivalents at the beginning of period	63,869	53,577
Cash and cash equivalents at the end of period	$ 63,641	$ 52,432
Supplemental disclosures:		
Non-cash investing and financing activities:		
Property, buildings and equipment acquired through capital leases	$ 473	$ 130
Issuance of treasury stock	—	960

The accompanying notes are an integral part of the condensed consolidated financial statements.

1. ORGANIZATION

WESCO International, Inc. and its subsidiaries (collectively, “WESCO”), headquartered in Pittsburgh, Pennsylvania, is a full-line distributor of electrical, industrial and communications maintenance, repair and operating (“MRO”) and original equipment manufactures (“OEM”) products, construction materials, and advanced supply chain management and logistics services used primarily in the industrial, construction, utility and commercial, institutional and government markets. We serve over 65,000 active customers globally, through approximately 400 full service branches and eight distribution centers located primarily in the United States, Canada and Mexico, with offices in 11 additional countries.

2. ACCOUNTING POLICIES

Basis of Presentation

The unaudited condensed consolidated financial statements of WESCO have been prepared in accordance with Rule 10-01 of Regulation S-X of the Securities and Exchange Commission (the “SEC”). The unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in WESCO’s 2011 Annual Report on Form 10-K filed with the SEC. The December 31, 2011 condensed consolidated balance sheet data was derived from audited financial statements but does not include all disclosures required by accounting principles generally accepted in the United States.

The unaudited condensed consolidated balance sheet as of March 31, 2012, the unaudited condensed consolidated statements of income for the three months ended March 31, 2012 and 2011, respectively, and the unaudited condensed consolidated statements of cash flows for the three months ended March 31, 2012 and 2011, respectively, in the opinion of management, have been prepared on the same basis as the audited consolidated financial statements and include all adjustments necessary for the fair statement of the results of the interim periods. All adjustments reflected in the unaudited condensed consolidated financial statements are of a normal recurring nature unless indicated. Results for the interim periods presented are not necessarily indicative of the results to be expected for the full year.

Reclassification

Certain prior period amounts have been reclassified to conform with the current period's financial statement presentation.

Fair Value of Financial Instruments

The Company measures the fair value of financial assets and liabilities based on the guidance of ASC 820, "Fair Value Measurements and Disclosures," which defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements.

ASC 820 establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 inputs are quoted prices in active markets for identical assets or liabilities.

Level 2 inputs include inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices in active markets for similar assets and liabilities, quoted prices for identical or similar assets or liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of assets or liabilities.

Level 3 inputs are unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions.

At March 31, 2012, the par value of WESCO’s fixed rate long-term debt was $494.9 million and the fair value was approximately $983.5 million. At December 31, 2011, the par value of WESCO’s fixed rate long-term debt was $495.0 million and the fair value was approximately $850.9 million. The fair value of WESCO’s fixed rate long-term debt is based on quoted prices in active markets and is therefore classified as Level 1 within the valuation hierarchy. The reported carrying amounts of WESCO’s other debt instruments approximate their fair values and are classified as Level 2 within the valuation hierarchy.

Recent Accounting Pronouncements

Pronouncements issued by the Financial Accounting Standards Board (the "FASB") or other authoritative accounting standards groups with future effective dates are either not applicable or are not expected to be significant to WESCO's financial position, results of operations or cash flows.

3. STOCK-BASED COMPENSATION

WESCO's stock-based employee compensation plans are comprised of stock options, stock-settled stock appreciation rights, restricted stock units and performance-based awards. Compensation cost for all stock-based awards is measured at fair value on the date of grant, and compensation cost is recognized, net of estimated forfeitures, over the service period for awards expected to vest. The fair value of stock options and stock-settled appreciation rights is determined using the Black-Scholes valuation model. The fair value of restricted stock units is determined by the grant-date closing price of WESCO's common stock. The forfeiture assumption is based on WESCO's historical employee behavior that is reviewed on an annual basis. No dividends are assumed.

During the three month periods ended March 31, 2012 and 2011, WESCO granted the following stock-settled stock appreciation rights, restricted stock units and performance-based awards at the following weighted average assumptions:

	Three Months Ended March 31, 2012	2011
Stock-settled appreciation rights granted	249,582	379,757
Restricted stock units granted	72,324	53,852
Performance-based awards granted	46,804	—
Risk free interest rate	0.9%	2.4%
Expected life (in years)	5.0	5.0
Expected volatility	50%	49%

For the three months ended March 31, 2012 and 2011, the weighted average fair value per stock-settled appreciation right granted was $27.98 and $26.90, respectively. For the three months ended March 31, 2012 and 2011, the weighted average fair value per restricted stock unit granted was $64.33 and $60.05, respectively. For the three months ended March 31, 2012, the weighted average fair value per performance-based award granted was $75.72.

The following table sets forth a summary of stock options and stock-settled stock appreciation rights and related information for the three months ended March 31, 2012:

	Awards	Weighted Average Exercise Price	Weighted Average Remaining Contractual Term (In Years)	Aggregate Intrinsic Value (In thousands)
Outstanding at December 31, 2011	4,266,533	$ 39.64		
Granted	249,582	64.33		
Exercised	(303,114)	33.69		
Forfeited	(5,000)	69.00		
Outstanding at March 31, 2012	4,208,001	41.50	6.1	$ 92,601
Exercisable at March 31, 2012	2,996,413	$ 40.60	5.2	$ 69,000

The following table sets forth a summary of restricted stock units and related information for the three months ended March 31, 2012:

	Awards	Weighted Average Fair Value
Unvested at December 31, 2011	203,291	$ 37.16
Granted	72,324	64.33
Vested	—	—
Forfeited	—	—
Unvested at March 31, 2012	275,615	$ 44.29

Performance shares are awards for which the vesting will occur based on market or performance conditions. The following table sets forth a summary of performance-based awards for the three months ended March 31, 2012:

	Awards	Weighted Average Fair Value
Unvested at December 31, 2011	—	—
Granted	46,804	$ 75.72
Vested	—	—
Forfeited	—	—
Unvested at March 31, 2012	46,804	$ 75.72

The performance-based awards in the table above include 23,402 shares in which vesting of the ultimate number of shares underlying such awards will be dependent upon WESCO's total stockholder return in relation to the total stockholder return of a select group of peer companies over a three-year period. These awards are valued based upon a Monte Carlo simulation model, which is a valuation model that represents the characteristics of these grants. The probability of meeting the market criteria was considered when calculating the estimated fair market value on the date of grant. These awards were accounted for as awards with market conditions, which are recognized over the service period, regardless of whether the market conditions are achieved and the awards ultimately vest.

The fair value of the performance shares granted during the three months ended March 31, 2012 were estimated using a Monte Carlo simulation model with the following weighted-average assumptions:

Weighted Average Assumptions	
Grant date share price	$ 64.33
WESCO expected volatility	41.97%
Peer group median volatility	33.40%
Risk-free interest rate	0.40%
Correlation	135.4%

Vesting of the remaining 23,402 shares of performance-based awards in the table above will be dependent upon the three-year average growth rate of WESCO's net income. These award are valued based upon the grant-date closing price of WESCO’s common stock. These awards were accounted for as awards with performance conditions, in which stock-based compensation expense is recognized over the performance period based upon WESCO's determination of whether it is probable that the performance targets will be achieved.

WESCO recognized $3.8 million and $5.0 million of non-cash stock-based compensation expense, which is included in selling, general and administrative expenses, for the three months ended March 31, 2012 and 2011, respectively. As of March 31, 2012, there was $27.9 million of total unrecognized compensation cost related to non-vested stock-based compensation arrangements for all awards previously made, of which approximately $11.1 million is expected to be recognized over the remainder of 2012, $10.9 million in 2013, $5.3 million in 2014 and $0.6 million in 2015.

During the three months ended March 31, 2012 and 2011, the total intrinsic value of awards exercised was $8.9 million and $6.0 million, respectively, and the total amount of cash received from the exercise of options was $0.1 million and $0.2 million, respectively. The tax benefit associated with the exercise of awards for the three months ended March 31, 2012 and 2011 totaled $1.8 million and $1.0 million, respectively, and was recorded as an increase to additional capital.

4. EARNINGS PER SHARE

Basic earnings per share are computed by dividing net income by the weighted average common shares outstanding during the periods. Diluted earnings per share are computed by dividing net income by the weighted average common shares and common share equivalents outstanding during the periods. The dilutive effect of common share equivalents is considered in the diluted earnings per share computation using the treasury stock method, which includes consideration of stock-based compensation and convertible debt.

The following table sets forth the details of basic and diluted earnings per share:

	Three Months Ended March 31,	
	2012	2011
Net income attributable to WESCO International, Inc.	$ 52,978	$ 37,305
Weighted average common shares outstanding used in computing basic earnings per share	43,476,818	43,060,351
Common shares issuable upon exercise of dilutive stock options	1,340,886	1,417,346
Common shares issuable from contingently convertible debentures (see below for basis of calculation)	6,467,623	5,955,068
Weighted average common shares outstanding and common share equivalents used in computing diluted earnings per share	51,285,327	50,432,765
Earnings per share attributable to WESCO International, Inc.		
Basic	$ 1.22	$ 0.87
Diluted	$ 1.03	$ 0.74

For the three months ended months ended March 31, 2012 and 2011, the computation of diluted earnings per share attributable to WESCO International, Inc. excluded 1.0 million and 1.2 million, respectively, of stock-settled stock appreciation rights at weighted average exercise prices of $64 per share and $63 per share, respectively. These amounts were excluded because their effect would have been antidilutive.

Because of WESCO's obligation to settle the par value of the 6.0% Convertible Senior Debentures due 2029 (the "2029 Debentures") and the previously outstanding 1.75% Convertible Senior Debentures due 2026 (the "2026 Debentures") and 2.625% Convertible Senior Debentures due 2025 (the "2025 Debentures" and together with the 2026 Debentures and 2029 Debentures, the "Debentures") in cash upon conversion, WESCO is not required to include any shares underlying the Debentures in its diluted weighted average shares outstanding until the average stock price per share for the period exceeds the conversion price of the respective Debentures. At such time, only the number of shares that would be issuable (under the treasury stock method of accounting for share dilution) would be included, which is based upon the amount by which the average stock price exceeds the conversion price. The conversion price of the 2029 Debentures is $28.87. Share dilution is limited to a maximum of 11,949,791 shares for the 2029 Debentures. For the period ended March 31, 2012 and 2011, the effect of the Debentures on diluted earnings per share attributable to WESCO International, Inc. was a decrease of $0.15 and $0.10, respectively.

5. EMPLOYEE BENEFIT PLANS

A majority of WESCO's employees are covered by defined contribution retirement savings plans for their services rendered subsequent to WESCO's formation. WESCO also offers a deferred compensation plan for select individuals. For U.S. participants, WESCO will make contributions in an amount equal to 50% of the participant's total monthly contributions up to a maximum of 6% of eligible compensation. For Canadian participants, WESCO will make contributions in an amount ranging from 1% to 7% of the participant's eligible compensation based on years of continuous service. In addition, employer contributions may be made at the discretion of the Board of Directors. For the three months ended March 31, 2012 and 2011, WESCO incurred charges of $9.0 million and $7.8 million, respectively, for all such plans. Contributions are made in cash to defined contribution retirement savings plans. The deferred compensation plan is an unfunded plan. Employees have the option to transfer balances allocated to their accounts into any of the available investment options, including WESCO common stock.

6. COMMITMENTS AND CONTINGENCIES

WESCO is a co-defendant in a lawsuit filed in a state court in Indiana in which a customer alleges that WESCO sold defective products manufactured or remanufactured by others and is seeking monetary damages in the amount of approximately $50 million. WESCO has denied any liability, continues to believe that it has meritorious defenses and intends to vigorously defend itself against these allegations. Accordingly, no liability was recorded for this matter as of March 31, 2012. Furthermore, due to the uncertainty of this litigation, WESCO is not currently able to reasonably estimate the possible loss or range of loss from this legal proceeding.

7. INCOME TAXES

The effective tax rate for the three months ended March 31, 2012 and 2011 was 29.0% and 28.4% respectively. WESCO's effective tax rate is lower than the federal statutory rate of 35% primarily due to benefits resulting from the recapitalization of Canadian operations, which are partially offset by nondeductible expenses, state taxes and foreign rate differences. The effective tax rate for the three months ended March 31, 2012 reflects discrete adjustments totaling $2.0 million, primarily related to changes in uncertain tax positions and changes in state taxes. The effective tax rate for the three months ended March 31, 2011 included beneficial discrete adjustments totaling $1.0 million primarily related to state taxes and adjustments for uncertain tax positions.

The total amount of net unrecognized tax benefits was $20.1 million and $20.9 million as of March 31, 2012 and December 31, 2011, respectively. A corresponding deferred tax asset in the amount of $23.1 million excluding interest was recorded in 2011. If these tax benefits were recognized in the consolidated financial statements, the portion of these amounts that would reduce WESCO's effective tax rate would be $19.8 million and $19.7 million, respectively. This amount would be offset by the corresponding deferred tax asset discussed above.

During the next twelve months, it is reasonably possible that the amount of unrecognized tax benefits will decrease by as much as $15.5 million (all of which will be offset by the reversal of a deferred tax asset) due to possible resolution of federal, state and/or foreign tax examinations and/or the expiration of statutes of limitations. Management does not expect this decrease to have an impact on the effective tax rate.

WESCO records interest related to uncertain tax positions as a part of interest expense in the consolidated statement of income. Penalties are recognized as part of income tax expense. As of March 31, 2012 and December 31, 2011, WESCO had an accrued liability for interest related to uncertain tax positions of $8.2 million and $11.4 million, respectively. During the three months ended March 31, 2012, accrued interest and net interest expense decreased by $3.2 million as a result of a favorable Internal Revenue Service appeals settlement related to the years 2000 to 2006. There were no penalties recorded during the three months ended March 31, 2012 or 2011.

8. OTHER FINANCIAL INFORMATION

WESCO Distribution, Inc. ("WESCO Distribution"), a 100% owned subsidiary of WESCO International, Inc. ("WESCO International"), has outstanding $150.0 million in aggregate principal amount of 7.50% Senior Subordinated Notes due 2017 (the "2017 Notes"), and WESCO International has outstanding $344.9 million in aggregate principal amount of 2029 Debentures. The 2017 Notes are fully and unconditionally guaranteed by WESCO International on a subordinated basis to all existing and future senior indebtedness of WESCO International. The 2029 Debentures are fully and unconditionally guaranteed by WESCO Distribution on a senior subordinated basis to all existing and future senior indebtedness of WESCO Distribution.

Condensed consolidating financial information for WESCO International, WESCO Distribution, Inc. and the non-guarantor subsidiaries is as follows:

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING BALANCE SHEETS
(unaudited)

	March 31, 2012 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents	$ 5	$ 46,605	$ 17,031	$ —	$ 63,641
Trade accounts receivable, net	—	—	1,006,398	—	1,006,398
Inventories, net	—	332,900	301,759	—	634,659
Other current assets	270	20,063	69,375	—	89,708
Total current assets	275	399,568	1,394,563	—	1,794,406
Intercompany receivables, net	—	—	1,821,436	(1,821,436)	—
Property, buildings and equipment, net	—	54,117	80,338	—	134,455
Intangible assets, net	—	6,774	147,356	—	154,130
Goodwill and other intangibles, net	—	246,125	776,601	—	1,022,726
Investments in affiliates and other noncurrent assets	2,287,076	3,469,046	30,962	(5,745,600)	41,484
Total assets	$ 2,287,351	$ 4,175,630	$ 4,251,256	$ (7,567,036)	$ 3,147,201
Accounts payable	$ —	$ 444,332	$ 254,964	$ —	$ 699,296
Other current liabilities	2,571	(25,929)	202,233	—	178,875
Total current liabilities	2,571	418,403	457,197	—	878,171
Intercompany payables, net	675,609	1,145,827	—	(1,821,436)	—
Long-term debt	169,738	157,826	275,764	—	603,328
Other noncurrent liabilities	28,129	171,395	54,999	—	254,523
Stockholders' equity	1,411,304	2,282,179	3,463,296	(5,745,600)	1,411,179
Total liabilities and stockholders' equity	$ 2,287,351	$ 4,175,630	$ 4,251,256	$ (7,567,036)	$ 3,147,201

	December 31, 2011 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Cash and cash equivalents	$ 5	$ 44,412	$ 19,452	$ —	$ 63,869
Trade accounts receivable, net	—	—	939,422	—	939,422
Inventories, net	—	341,423 —	285,544	—	626,967
Other current assets	270	32,548	74,344	—	107,162
Total current assets	275	418,383	1,318,762	—	1,737,420
Intercompany receivables, net	—	—	1,881,208	(1,881,208)	—
Property, buildings and equipment, net	—	54,038	79,512	—	133,550
Intangible assets, net	—	6,981	149,893	—	156,874
Goodwill and other intangibles, net	—	246,125	762,002	—	1,008,127
Investments in affiliates and other noncurrent assets	2,219,142	3,412,735	31,745	(5,621,141)	42,481
Total assets	$ 2,219,417	$ 4,138,262	$ 4,223,122	$ (7,502,349)	$ 3,078,452
Accounts payable	$ —	$ 423,509	$ 219,268	$ —	$ 642,777
Other current liabilities	7,797	6,510	188,762	—	203,069
Total current liabilities	7,797	430,019	408,030	—	845,846
Intercompany payables, net	668,447	1,142,761	—	(1,811,208)	—
Long-term debt	169,054	188,081	285,787	—	642,922
Other noncurrent liabilities	28,131	163,177	52,466	—	243,774
Stockholders' equity	1,345,988	2,214,224	3,406,839	(5,621,141)	1,345,910
Total liabilities and stockholders' equity	$ 2,219,417	$ 4,138,262	$ 4,153,122	$ (7,432,349)	$ 3,078,452

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(unaudited)

	Three Months Ended March 31, 2012 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	$ —	$ 853,843	$ 787,401	$ (35,226)	$ 1,606,018
Cost of goods sold	—	682,843	638,651	(35,226)	1,286,268
Selling, general and administrative expenses	17	145,856	82,266	—	228,139
Depreciation and amortization	—	3,472	4,607	—	8,079
Results of affiliates' operations	58,767	56,433	—	(115,200)	—
Interest expense, net	5,810	485	2,667	—	8,962
Provision for income taxes	—	18,853	2,777	—	21,630
Net income (loss)	52,940	58,767	56,433	(115,200)	52,940
Less: Net loss attributable to noncontrolling interest	—	—	(38)	—	(38)
Net income (loss) attributable to WESCO International, Inc.	$ 52,940	$ 58,767	$ 56,471	$ (115,200)	$ 52,978
Comprehensive income:					
Foreign currency translation adjustment	9,190	9,190	9,190	(18,380)	9,190
Comprehensive income attributable to WESCO International, Inc.	$ 62,130	$ 67,957	$ 65,661	$ (133,580)	$ 62,168

	Three Months Ended March 31, 2011 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net sales	$ —	$ 739,274	$ 710,564	$ (18,533)	$ 1,431,305
Cost of goods sold	—	591,846	571,942	(18,533)	1,145,255
Selling, general and administrative expenses	38	136,540	77,181	—	213,759
Depreciation and amortization	—	2,675	4,871	—	7,546
Results of affiliates' operations	43,197	48,023	—	(91,220)	—
Interest expense, net	5,854	3,708	3,079	—	12,641
Provision for income taxes	—	9,331	5,468	—	14,799
Net income (loss) attributable to WESCO International, Inc.	$ 37,305	$ 43,197	$ 48,023	$ (91,220)	$ 37,305
Comprehensive income:					
Foreign currency translation adjustment	7,986	7,986	7,986	(15,972)	7,986
Comprehensive income attributable to WESCO International, Inc.	$ 45,291	$ 51,183	$ 56,009	$ (107,192)	$ 45,291

WESCO INTERNATIONAL, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS
(unaudited)

	Three Months Ended March 31, 2012 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash (used) provided by operating activities	$ (6,557)	$ 70,067	$ (5,171)	$ —	$ 58,339
Investing activities:					
Capital expenditures	—	(4,359)	(150)	—	(4,509)
Acquisition payments	—	(21,980)	—	—	(21,980)
Other	—	11	—	—	11
Net cash used in investing activities	—	(26,328)	(150)	—	(26,478)
Financing activities:					
Net borrowings (repayments)	7,162	(39,453)	—	—	(32,291)
Equity transactions	(605)	—	—	—	(605)
Other	—	(2,093)	—	—	(2,093)
Net cash provided (used) by financing activities	6,557	(41,546)	—	—	(34,989)
Effect of exchange rate changes on cash and cash equivalents	—	—	2,900	—	2,900
Net change in cash and cash equivalents	—	2,193	(2,421)	—	(228)
Cash and cash equivalents at the beginning of year	5	44,412	19,452	—	63,869
Cash and cash equivalents at the end of period	$ 5	$ 46,605	$ 17,031	$ —	$ 63,641

	Three Months Ended March 31, 2011 (In thousands)				
	WESCO International, Inc.	WESCO Distribution, Inc.	Non-Guarantor Subsidiaries	Consolidating and Eliminating Entries	Consolidated
Net cash provided (used) by operating activities	$ 29,668	$ (3,518)	$ 5,631	$ —	$ 31,781
Investing activities:					
Capital expenditures	—	(4,974)	(585)	—	(5,559)
Acquisition payments	—	(7,798)	—	—	(7,798)
Other	—	42	—	—	42
Net cash used in investing activities	—	(12,730)	(585)	—	(13,315)
Financing activities:					
Net (repayments) borrowings	(29,658)	7,187	—	—	(22,471)
Equity transactions	(11)	—	—	—	(11)
Other	—	1,465	—	—	1,465
Net cash (used) provided by financing activities	(29,669)	8,652	—	—	(21,017)
Effect of exchange rate changes on cash and cash equivalents	—	—	1,406	—	1,406
Net change in cash and cash equivalents	(1)	(7,596)	6,452	—	(1,145)
Cash and cash equivalents at the beginning of year	1	32,342	21,234	—	53,577
Cash and cash equivalents at the end of period	$ —	$ 24,746	$ 27,686	$ —	$ 52,432

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

The following discussion should be read in conjunction with the information in the unaudited condensed consolidated financial statements and notes thereto included herein and WESCO International, Inc.'s Financial Statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in its 2011 Annual Report on Form 10-K. The matters discussed herein may contain forward-looking statements that are subject to certain risks and uncertainties that could cause actual results to differ materially from expectations. Certain of these risks are set forth in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2011, as well as the Company's other reports filed with the Securities and Exchange Commission.

Company Overview

WESCO International, Inc., incorporated in 1993 and effectively formed in February 1994 upon acquiring a distribution business from Westinghouse Electric Corporation, is a leading North American based distributor of products and provider of advanced supply chain management and logistics services used primarily in industrial, construction, utility and commercial, institutional and government markets. We serve over 65,000 active customers globally through approximately 400 full-service branches and eight distribution centers located in the United States, Canada, and Mexico, with offices in 11 additional countries. Approximately 80% of our net sales for the first three months of 2012 were generated from operations in the United States, 16% from Canada and the remainder from other countries.

We sell electrical, industrial, and communications maintenance, repair and operating ("MRO") and original equipment manufacturers ("OEM") products, construction materials, and advanced supply chain management and logistics services. Our primary product categories include general electrical and industrial supplies, wire, cable and conduit, data and broadband communications, power distribution equipment, lighting and lighting control systems, control and automation, and motors. We distribute over 1,000,000 products from more than 18,000 suppliers utilizing a highly automated, proprietary electronic procurement and inventory replenishment system. In addition, we offer a comprehensive portfolio of value-added services, which includes supply chain management, logistics and transportation procurement, warehousing and inventory management, as well as kitting, limited assembly of products and system installation. Our value-added capabilities, extensive geographic reach, experienced workforce and broad product and supply chain solutions have enabled us to grow our business and establish a leading position in North America.

Our financial results for the first three months of 2012 reflect improving conditions in a number of our served markets, successful growth initiatives, the positive impact from recent acquisitions, higher product prices and product costs, and effective spending control. Net sales increased $174.7 million, or 12.2%, over the same period last year. Cost of goods sold as a percentage of net sales was 80.1% and 80.0% for the first three months of 2012 and 2011, respectively. Operating income increased by $18.8 million, or 29.0%, primarily from organic growth of the base business and recent acquisitions. Net income attributable to WESCO International, Inc. for the three months ended March 31, 2012 and 2011 was $52.9 million and $37.3 million, respectively.

Cash Flow

We generated $58.3 million in operating cash flow for the first three months of 2012. Included in this amount was increased income as a result of improved operating results offset by investments in working capital to fund our growth. Investing activities included payments of $22.0 million for the acquisition of the business of RS Electronics and $4.5 million for capital expenditures. Financing activities consisted of borrowings and repayments of $59.4 million and $90.1 million, respectively, related to our Revolving Credit Facility, and borrowings and repayments of $85.0 million and $95.0 million, respectively, related to our accounts receivable securitization facility (the "Receivables Facility").

Financing Availability

As of March 31, 2012, we had $555.5 million in total available borrowing capacity. The available borrowing capacity under our Revolving Credit Facility, which has a maturity date in August 2016, was $356.7 million, of which $227.5 million was available for U.S. borrowings and $129.2 million was available for Canadian borrowings. The available borrowing capacity under the Receivables Facility, which has a maturity date in August 2014, was $198.8 million. We monitor the depository institutions that hold our cash and cash equivalents on a regular basis, and we believe that we have placed our deposits with creditworthy financial institutions. For further discussion refer to "Liquidity and Capital Resources."

Critical Accounting Policies and Estimates

During the three months ended March 31, 2012, there were no significant changes to our critical accounting policies and estimates referenced in our 2011 Annual Report on Form 10-K.

Results of Operations

First Quarter of 2012 versus First Quarter of 2011

The following table sets forth the percentage relationship to net sales of certain items in our condensed consolidated statements of income for the periods presented:

	Three Months Ended March 31,	
	2012	2011
Net sales	100.0%	100.0%
Cost of goods sold	80.1	80.0
Selling, general and administrative expenses	14.2	15.0
Depreciation and amortization	0.5	0.5
Income from operations	5.2	4.5
Interest expense	0.6	0.9
Income before income taxes	4.6	3.6
Provision for income taxes	1.3	1.0
Net income attributable to WESCO International, Inc.	3.3%	2.6%

Net sales in the first quarter of 2012 totaled $1,606.0 million versus $1,431.3 million in the comparable period for 2011, an increase of $174.7 million, or 12.2%, over the same period last year. Sales were positively impacted by our growth initiatives and improved conditions in our markets served. The increase in net sales includes a positive impact from acquisitions of 2.6% and a positive impact of 1.6% due to one additional workday in the first quarter of 2012. Additionally, management estimates the price impact on net sales was approximately 1.5%. Foreign exchange did not have a significant impact on net sales during the first quarter of 2012.

Cost of goods sold for the first quarter of 2012 was $1,286.3 million versus $1,145.3 million for the comparable period in 2011, and cost of goods sold as a percentage of net sales was 80.1% and 80.0% in 2012 and 2011, respectively. The increase in the cost of goods sold percentage was primarily due to an unfavorable sales shipment type mix.

Selling, general and administrative ("SG&A") expenses in the first quarter of 2012 totaled $228.1 million versus $213.8 million in last year's comparable quarter. The increase in SG&A is primarily due to compensation expenses related to the growth in sales and income, and recent acquisitions. As a percentage of net sales, SG&A expenses were 14.2% in the first quarter of 2012 compared to 15.0% in the first quarter of 2011. SG&A expenses expanded at a lower rate than sales due to the continued effectiveness of our cost control initiatives and the fixed cost nature of certain SG&A expense components.

SG&A payroll expenses for the first quarter of 2012 of $166.8 million increased by $16.4 million compared to the same quarter in 2011. The increase in payroll expenses was primarily due to an increase in salaries and wages of $10.0 million, an increase in commissions and incentives of $5.8 million and an increase in benefit costs of $3.4 million. These increases are primarily due to an increase in headcount, which is the result of both recent acquisitions and organic growth initiatives. Other SG&A payroll related expenses decreased $2.8 million.

The remaining SG&A expenses for the first quarter of 2012 of $61.3 million decreased by $2.1 million compared to the same quarter in 2011.

Depreciation and amortization for the first quarter of 2012 was $8.1 million versus $7.5 million in last year's comparable quarter. The increase in depreciation and amortization is due to the increase in capital expenditures in 2011.

Interest expense totaled $9.0 million for the first quarter of 2012 versus $12.6 million in last year's comparable quarter, a decrease of 29.1%. The decrease in interest expense is primarily attributable to an adjustment of $3.2 million of previously recorded interest related to uncertain tax positions. This adjustment was a result of a favorable Internal Revenue Service appeals settlement in the first quarter of 2012 related to the years 2000 to 2006. Amortization of the debt discount resulted in non-cash interest expense of $0.7 million in 2012 and $0.6 million in 2011.

Income tax expense totaled $21.6 million in the first quarter of 2012 compared to $14.8 million in last year's comparable quarter, and the effective tax rate was 29.0% compared to 28.4% in the same quarter in 2011. The increase in the effective tax rate is primarily due to increased income related to our Canadian operations.

For the first quarter of 2012, net income increased by $15.6 million to $52.9 million compared to $37.3 million in the first quarter of 2011.

Net loss attributable to the noncontrolling interest was less than $0.1 million for the first quarter of 2012.

Net income and diluted earnings per share attributable to WESCO International, Inc. was $52.9 million and $1.03 per share, respectively, for the first quarter of 2012, compared with $37.3 million and $0.74 per share, respectively, for the first quarter of 2011.

Liquidity and Capital Resources

Total assets at March 31, 2012 and December 31, 2011 were $3.1 billion. Total liabilities at March 31, 2012 and December 31, 2011 were $1.7 billion. Total liabilities remained unchanged primarily as a result of the increase in accounts payable of $56.5 million, which was offset by a decrease in current and long-term debt of $40.3 million and a decrease in accrued payroll and benefits costs of $25.1 million due to the payment of the 2011 management incentive compensation. Stockholders' equity increased by 4.8% to $1,411.2 million at March 31, 2012, compared with $1,346.0 million at December 31, 2011, primarily as a result of net earnings of $52.9 million, foreign currency translation adjustments of $9.2 million, and stock-based compensation expense of $3.8 million.

Our liquidity needs generally arise from fluctuations in our working capital requirements, capital expenditures, acquisitions and debt service obligations. As of March 31, 2012, we had $356.7 million in available borrowing capacity under our Revolving Credit Facility, which combined with our $198.8 million of available borrowing capacity under our Receivables Facility and our invested cash of $16.4 million provided liquidity of $571.9 million. Invested cash included in our determination of liquidity represents cash deposited in interest bearing accounts. We believe cash provided by operations and financing activities will be adequate to cover our current operational and business needs.

We communicate on a regular basis with our lenders regarding our financial and working capital performance and liquidity position. We are in compliance with all covenants and restrictions contained in our debt agreements as of March 31, 2012.

At March 31, 2012, we had cash and cash equivalents totaling $63.6 million, of which $30.7 million was held by foreign subsidiaries. The cash held by some of our foreign subsidiaries could be subject to additional U.S. income taxes if repatriated. We believe that we are able to maintain a sufficient level of liquidity for our domestic operations and commitments without repatriation of the cash held by these foreign subsidiaries.

We did not note any conditions or events during the first quarter of 2012 requiring an interim evaluation of impairment of goodwill. We will perform our annual impairment testing of goodwill and indefinite-lived intangible assets during the fourth quarter of 2012.

Over the next several quarters, we expect to maintain working capital productivity, and it is expected that excess cash will be directed primarily at debt reduction and acquisitions. Our near term focus will be managing our working capital as we experience sales growth and maintaining ample liquidity and credit availability. We believe our balance sheet and ability to generate ample cash flow provides us with a durable business model and should allow us to fund expansion needs and growth initiatives.

Cash Flow

Operating Activities. Cash provided by operating activities for the first three months of 2012 totaled $58.3 million, compared with $31.8 million of cash generated for the first three months of 2011. Cash provided by operating activities included net income of $52.9 million and adjustments to net income totaling $15.5 million. Other sources of cash in 2012 were generated from an increase in accounts payable of $50.3 million due to the increase in sales activity, a decrease in prepaid expenses and other current assets of $5.2 million, and a decrease in inventory of $2.0 million. Primary uses of cash in 2012 included: $38.2 million for the increase in trade and other receivables, resulting from the increase in sales; $25.9 million for the decrease in accrued payroll and benefit costs resulting from the payment of the 2011 management incentive compensation; and $3.5 million for the decrease in other current and noncurrent liabilities. In 2011, primary sources of cash were net income of $37.3 million and adjustments to net income totaling $12.8 million. Other sources of cash included an increase in accounts payable of $107.4 million and a decrease in prepaid expenses and other current assets of $2.9 million. Primary uses of cash during the first three months of 2011 included: $69.7 million for the increase in trade and other receivables resulting from the increase in sales; $38.7 million for the increase in inventory; $16.7 million for the decrease in accrued payroll and benefits costs resulting from the payment of the 2010 management incentive compensation; and $3.6 million for the decrease in other current and noncurrent liabilities.

Investing Activities. Net cash used by investing activities for the first three months of 2012 was $26.5 million, compared with $13.3 million of net cash used during the first three months of 2011. Included in 2012 were payments of $22.0 million related to the acquisition of the business of RS Electronics. Included in 2011 were payments of $7.8 million related to the acquisition of the business of RECO. Capital expenditures were $4.5 million and $5.6 million in the first three months of 2012 and 2011, respectively.

Financing Activities. Net cash used by financing activities for the first three months of 2012 and 2011 was $35.0 million and $21.0 million, respectively. During the first three months of 2012, borrowings and repayments of long-term debt of $59.4 million and $90.1 million, respectively, were made to our Revolving Credit Facility. Borrowings and repayments of $85.0 million and $95.0 million respectively, were applied to our Receivables Facility, and there were repayments of $0.4 million to our mortgage financing facility. Financing activities in 2012 also included borrowings on our various international lines of credit of approximately $9.4 million. During the first three months of 2011, borrowings and repayments of long-term debt of $102.3 million and $99.8 million, respectively, were made to our Revolving Credit Facility. Borrowings and repayments of $15.0 million and $40.0 million, respectively, were applied to our Receivables Facility, and there were repayments of $0.4 million to our mortgage financing facility.

Contractual Cash Obligations and Other Commercial Commitments

There were no material changes in our contractual obligations and other commercial commitments that would require an update to the disclosure provided in our 2011 Annual Report on Form 10-K. Management believes that cash generated from operations, together with amounts available under our Revolving Credit Facility and the Receivables Facility, will be sufficient to meet our working capital, capital expenditures and other cash requirements for the foreseeable future. However, there can be no assurances that this will continue to be the case.

Inflation

The rate of inflation affects different commodities, the cost of products purchased, and ultimately the pricing of our different products and product classes to our customers. Our pricing related to inflation was approximately 1.5% of our sales revenue for the first three months of 2012. Historically, price changes from suppliers have been consistent with inflation and have not had a material impact on the results of operations.

Seasonality

Our operating results are not significantly affected by seasonal factors. Sales during the first and fourth quarters are generally 1 to 3% below the sales of the second and third quarters, due to a reduced level of activity during the winter months of November through February. Sales typically increase beginning in March, with slight fluctuations per month through October. During periods of economic expansion or contraction, our sales by quarter have varied significantly from this pattern.

Impact of Recently Issued Accounting Standards

See Note 2 of our Notes to the Condensed Consolidated Financial Statements for information regarding the effect of new accounting pronouncements.

Forward-Looking Statements

From time to time in this report and in other written reports and oral statements, references are made to expectations regarding our future performance. When used in this context, the words “anticipates,” “plans,” “believes,” “estimates,” “intends,” “expects,” “projects,” “will” and similar expressions may identify forward-looking statements, although not all forward-looking statements contain such words. Such statements including, but not limited to, our statements regarding business strategy, growth strategy, competitive strengths, productivity and profitability enhancement, competition, new product and service introductions and liquidity and capital resources are based on management’s beliefs, as well as on assumptions made by and information currently available to, management, and involve various risks and uncertainties, some of which are beyond our control. Our actual results could differ materially from those expressed in any forward-looking statement made by us or on our behalf. In light of these risks and uncertainties, there can be no assurance that the forward-looking information will in fact prove to be accurate. Certain of these risks are set forth in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2011, as well as the Company’s other reports filed with the Securities and Exchange Commission. We have undertaken no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Item 3. Quantitative and Qualitative Disclosures about Market Risks

There have not been any material changes to our exposures to market risk during the quarter ended March 31, 2012 that would require an update to the disclosures provided in our 2011 Annual Report on Form 10-K.

Item 4. Controls and Procedures

Conclusion Regarding the Effectiveness of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures as such term is defined under Rule 13a-15(e) promulgated under the Exchange Act. Based on this evaluation, our principal executive officer and our principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this report.

Changes in Internal Control Over Financial Reporting

During the first quarter of 2012, there were no changes in our internal control over financial reporting identified in connection with management's evaluation of the effectiveness of our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Part II - Other Information

Item 1. Legal Proceedings

From time to time, a number of lawsuits and claims have been or may be asserted against us relating to the conduct of our business, including routine litigation relating to commercial and employment matters. The outcome of any litigation cannot be predicted with certainty, and some lawsuits may be determined adversely to us. However, management does not believe, based on information presently available, that the ultimate outcome of any such pending matters is likely to have a material adverse effect on our financial condition or liquidity, although the resolution in any quarter of one or more of these matters may have a material adverse effect on our results of operations for that period.

As initially reported in our 2008 Annual Report on Form 10-K, we are a co-defendant in a lawsuit filed in a state court in Indiana in which a customer alleges that we sold defective products manufactured or remanufactured by others and is seeking monetary damages in the amount of approximately $50 million. We have denied any liability, continue to believe that we have meritorious defenses and intend to vigorously defend ourselves against these allegations. Accordingly, no liability was recorded for this matter as of March 31, 2012. Furthermore, due to the uncertainty of this litigation, we are not currently able to reasonably estimate the possible loss or range of loss from this legal proceeding.

Item 6. Exhibits

(a) ***Exhibits***

10.1 Form of Performance Share Awards Agreement for Employees

10.2 Consulting and Separation Agreement between WESCO International, Inc. and Richard P. Heyse

31.1 Certification of Chief Executive Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.

31.2 Certification of Chief Financial Officer pursuant to Rules 13a-14(a) promulgated under the Exchange Act.

32.1 Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

32.2 Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

101 Interactive Data File*

* In accordance with Rule 406T of Regulation S-T promulgated by the Securities and Exchange Commission, Exhibit 101 is deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.

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.

WESCO International, Inc.

Date: May 3, 2012

By: /s/ Stephen A. Van Oss

Stephen A. Van Oss

Senior Vice President, Chief Operating Officer and interim Chief Financial Officer

Exhibit 10.1

Notice of Performance Share Award
Under the
WESCO International, Inc. 1999 Long-Term Incentive Plan
(As Restated May 21, 2008)

Notice is hereby given of an award of Performance Shares under the WESCO International, Inc. 1999 Long-Term Incentive Plan, as restated May 21, 2008, and as further amended (the "Plan") attached hereto as Exhibit A, subject to the Terms and Conditions attached hereto as Exhibit B.

Grantee: [NAME]

Date of Grant: February 16, 2012

Award Period: The three-year period commencing on January 1, 2012 and ending on December 31, 2014, during which the Company's achievement of the Performance Goals will be measured. Except as specified in Section 4 or Section 8, if the Grantee's Active Employment is terminated prior to the date the Committee has certified achievement of the Performance Goals, all rights of the Grantee to the Performance Shares as of the date of termination shall terminate immediately and be forfeited in their entirety.

Performance Goals: The Award of Performance Shares will be based on the Company's achievement of two Performance Goals for the Award Period: Relative Total Shareholder Return ("Relative TSR") and the three-year average growth rate of the Company's net income ("Net Income Growth"). One half (1/2) of the Award shall be based on Relative TSR and the other one-half (1/2) shall be based on Net Income Growth.

	Performance Goals	
Performance At	**Relative TSR** (percentile rank among Peer Group)	**Net Income Growth** (3-year average growth rate)
Maximum	80^{th}	20%
Target	50^{th}	10%
Threshold	40^{th}	5%

Performance Shares: The number of Performance Shares earned by a Grantee for the Award Period shall be based 50% on the Company's Relative TSR and 50% on the Company's Net Income Growth, as follows (with interpolated amounts for results between threshold and target and maximum and target levels):

	Performance Shares	
Performance At	**Relative TSR (50% of total award)**	**Net Income Growth (50% of total award)**
Maximum	2x	2x
Target	1x	1x
Threshold	0.5x	0.5x

If the Company's actual performance is below the Threshold level for a Performance Goal, the Grantee will earn no Performance Shares for that Performance Goal.

“Relative TSR” ranks the “Return to Shareholders” (as defined below) for the Company over the Award Period in relation to the Return to Shareholders for the “Peer Group” (as defined below).

“Return to Shareholders” for the Company and each of the respective companies in the Peer Group shall mean the quotient of: (i) the sum of (A) the average closing price, as reported on the securities exchange on which the stock of the relevant company is traded, for the twenty (20) trading days preceding January 1, 2015, and (B) the dividends declared during the period commencing on January 1, 2012 and ending on December 31, 2014, which are presumed to be reinvested on a quarterly basis, divided by, (ii) the average closing price, as reported on the securities exchange on which the stock of the relevant company is traded, for the twenty (20) trading days preceding January 1, 2012.

“Peer Group” shall mean the following companies, subject to adjustments in accordance with the guidelines set forth below.

Fastenal Co.
Hubbell Inc.
W.W. Grainger, Inc.
Emerson Electric Co.
Avnet Inc.
Genuine Parts Co.
MSC Industrial Direct Co. Inc.
Ingram Micro Inc.
Arrow Electronics, Inc.
Watsco Inc.
Anixter International Inc.
Tech Data Corp.
Applied Industrial Technologies, Inc.
United Stationers Inc.
Houston Wire & Cable Co.
Interline Brands Inc.
Danaher Corp.
Airgas Inc.
Eaton Corp.
RSC Holdings, Inc.
Rockwell Automation Inc.
Pool Corp.
Cooper Industries PLC Beacon Roofing Supply Inc.

If a company in the Peer Group becomes bankrupt, the bankrupt company will remain in the Peer Group, but the stock price of the bankrupt company(ies) will be considered to be $0.00.

If a company in the Peer Group is acquired by another company or entity, including through a management buy-out or going-private transaction, the acquired company will be removed from the Peer Group for the entire Award Period.

If a company in the Peer Group acquires another company in the Peer Group, the acquiring company will remain in the Peer Group.

“Net Income Growth” means the three-year average growth rate of the Company's net income (i.e., net income attributable to WESCO International, Inc.), as reported in the Company's financial statements in accordance with generally accepted accounting principles or any other accounting reporting system under which the Company is required to report its financial statements for the 2012, 2013, and 2014 fiscal years. However, in calculating Net Income Growth, the Committee may exclude certain items that are not indicative of ongoing results.

Examples of items that may be excluded from calculating Net Income Growth include, but are not limited to: “strategic” items (charges or credits related to the high-level strategic direction of the Company, such as restructurings, acquisitions, divestitures, the purchase or sale of equities, and the issuance or payment of debt); “regulatory” items (charges or credits due to changes in tax or accounting rules); “external” items (charges or credits due to external events such as natural disasters); and “other” significant unusual, nonrecurring or rare items (such as charges or credits due to litigation or legal settlements, the disposal of assets or asset impairment). The Committee has determined that the attainment of specified levels of net income attributable to WESCO International, Inc. is a specific milestone in connection with the Company's strategic initiatives.

The Committee shall adjust the Award, in accordance with Treas. Reg. Sec. 1.162-27(e)(2)(iii)(C), to reflect a change in corporate capitalization, such as a stock split or dividend, or a corporate transaction, such as any merger of a corporation into another corporation, any consolidation of two or more corporations into another corporation, any separation of the Company or a Subsidiary (including a spinoff or other distribution of stock or property by a corporation), any reorganization of the Company or its Subsidiaries (whether or not such reorganization comes within the definition of such term in Code Section 368), or any partial or complete liquidation by the Company or its Subsidiaries; provided that, the Committee shall not make any adjustment that causes the Award to fail to qualify as performance-based compensation under Code Section 162(m) and the regulations thereunder.

Grantee hereby acknowledges receipt of a copy of the Plan attached hereto as Exhibit A and the Performance Share Award Terms and Conditions attached hereto as Exhibit B.

Grantee understands and agrees that the Award is granted subject to and in accordance with the terms of the Plan and the Performance Share Award Terms and Conditions. Grantee further agrees to be bound by the terms of the Plan and the Performance Share Award Terms and Conditions attached hereto.

All capitalized terms in this Notice shall have the meaning assigned to them in this Notice or in the Plan or the Performance Share Award Terms and Conditions attached.

Attachments:
Exhibit A - WESCO International, Inc. 1999 Long-Term Incentive Plan
Exhibit B - Performance Share Award Terms and Conditions

EXHIBIT A

WESCO INTERNATIONAL, INC.
1999 LONG-TERM INCENTIVE PLAN

(As Restated May 21, 2008)

Incorporated by reference to Appendix B to the Proxy Statement for the 2008 Annual Meeting of Stockholders filed on Schedule 14A on April 24, 2008.

EXHIBIT B

PERFORMANCE SHARE AWARD TERMS AND CONDITIONS

These Performance Share Award Terms and Conditions (the “Terms”), together with the Notice of Performance Share Award (the “Notice”) to the Grantee whose name appears in the Notice, describe the terms and conditions of an award of Performance Shares (the “Award”) from WESCO International, Inc., a Delaware corporation (the “Company”), as of the Date of Grant set forth in the Notice.

The Board of Directors of the Company (the “Board”) has designated the Compensation Committee of the Board (the “Committee”) to administer the Company's 1999 Long-Term Incentive Plan (as amended from time to time, the “Plan”).

The Board has determined to grant to the Grantee, under the Plan, Performance Shares with respect to the aggregate number of shares of the Company's Common Stock, par value $.01 per share (the “Common Stock”) set forth below.

1. Confirmation of Grant.

(a) Effective as of the Date of Grant set forth in the Notice, the Company grants a Performance Share Award to the Grantee, which consists of the right to receive a specified number of shares of Common Stock contingent upon the extent to which certain pre-established Performance Goals have been met during the Award Period, each as set forth in the Notice, subject to the terms and conditions hereof. These Terms and the Notice are subordinate and subject to the terms and conditions of the Plan.

(b) With respect to each Performance Share that has not been forfeited (but only to the extent the award of Performance Shares has not been settled for Common Stock), the Company shall, (i) with respect to any stock dividends paid on the Common Stock, credit to a bookkeeping account established and maintained for the Grantee, a number of Performance Shares equal to the number of shares, including fractional shares, of Common Stock that would have been paid with respect to the Performance Share if it were an outstanding share of Common Stock, and (ii) with respect to any cash dividends paid on the Common Stock, accrue and credit to a bookkeeping account established and maintained for the Grantee, a number of Performance Shares with a Fair Market Value as of the date the dividend is paid equal to the cash dividends that would have been paid with respect to the Performance Share if it were an outstanding share of Common Stock (the “Dividend Units”). These Dividend Units shall be (i) treated as Performance Shares for purposes of any future dividends payable to this Section 1(b); and (ii) delivered, if at all, after the Committee has certified the achievement of the Performance Goals that apply to the underlying Performance Shares with respect to which the Dividend Units were received (rounded to the nearest whole Performance Share).

(c) Timing and Form of Payout. Except as otherwise provided in these Terms, in accordance with the provisions of this Section 1(c), as soon as administratively feasible after the Committee has certified the achievement of the Performance Goals following the end of the Award Period, the Grantee shall be entitled to receive a number of shares of Common Stock, equal to his or her total number of Performance Shares determined under Section 4 or Section 8, less the number of shares of Common Stock withheld in order to satisfy applicable minimum statutory withholding requirements in accordance with Section 6. Delivery of such shares of Common Stock shall be made as soon as administratively feasible after the Committee has certified the achievement of the Performance Goals following the end of the Award Period, provided that the Grantee has remained in Active Employment until that date, and upon the satisfaction of all other applicable conditions on the Performance Shares (including the payment by the Grantee of all applicable withholding taxes). The Committee shall not have the discretion to adjust the Performance Goals once the Award Period has commenced, except as required by the Notice.

(d) The Performance Shares shall be subject to any restrictions the Company deems advisable under the rules, regulations and other requirements of the Securities and Exchange Commission, any stock exchange upon which Common Stock is listed, any Company policy and any applicable federal or state securities law.

2. Award Period. The Award Period for the Performance Shares shall be described in the Notice.

3. Performance Goals. The Performance Goals with respect to the Performance Shares shall be described in the Notice.

4. Performance Shares. The number of Performance Shares that a Grantee may earn for an Award Period shall be described in the Notice and calculated as set forth below and in the Notice.

(a) If the Company's actual performance is below the Threshold level for a Performance Goal, the Grantee will earn no Performance Shares for that Performance Goal.

(b) If the Company's actual performance is at Threshold or Target for a Performance Goal, the Performance Shares earned for that Performance Goal shall equal the Performance Shares for Threshold or Target specified in the Notice, as applicable.

(c) If the Company's actual performance is between “Threshold” and “Target” for a Performance Goal, the Committee shall determine the Performance Shares earned for that Performance Goal by interpolation, rounded to the nearest full share.

(d) If the Company's actual performance is between “Target” and “Maximum” for a Performance Goal, the Committee shall determine the Performance Shares earned for that Performance Goal by interpolation, rounded to the nearest full share.

(e) If the Company's actual performance exceeds “Maximum” for a Performance Goal, the Performance Shares earned for that Performance Goal shall equal the Performance Shares for Maximum specified in the Notice.

(f) Notwithstanding the foregoing, the amount of shares of Common Stock earned by and delivered to a Grantee who terminates Active Employment before the Committee has certified achievement of the Performance Goals following the Award Period (or before a Change in Control or Merger under Section 8) due to Grantee's death, Permanent Disability, or Retirement (each as defined in the Plan) will be the amount determined by multiplying (i) the amount of the Award that would have been earned after the end of the Award Period had the Grantee not terminated Active Employment, by (ii) a fraction, the numerator of which is the number of whole months of the Grantee's Active

Employment during the Award Period, and the denominator of which is the total number of months during Award Period. Any such payment made to a Grantee whose employment is terminated due to death, Permanent Disability, or Retirement prior to the date the Committee has certified achievement of the Performance Goals following the Award Period shall be made after the date the Committee has certified achievement of the Performance Goals following the end of such Award Period. For this purpose, “Active Employment” shall mean active employment with the Company or any Subsidiary.

5. Forfeiture. Except as specified in Section 4 or Section 8, if the Grantee's Active Employment terminates prior to the date the Committee has certified achievement of the Performance Goals, all rights of the Grantee to the Performance Shares as of the date of termination shall terminate immediately and be forfeited in their entirety.

6. Tax Consequences and Withholding. As soon as administratively feasible after the Committee has certified achievement of the Performance Goals, or upon a Change in Control or Merger described in Section 8, the Company will withhold shares of Common Stock to satisfy applicable minimum statutory withholding requirements, subject to the provisions of the Plan and any rules adopted by the Board or the Committee regarding compliance with applicable law, including, but not limited to, Section 16(b) of the U.S. Securities Exchange Act of 1934, as amended (the “Exchange Act”). The Company may also require the Grantee to remit to the Company an amount sufficient to satisfy the employer's minimum statutory U.S. federal, state and local and non-U.S. tax withholding requirements. Nothing contained herein shall be construed as a promise, guarantee, or other representation by the Company of any particular tax effect nor shall the Company be liable for any taxes, penalties, or other amounts incurred by the Grantee. The Grantee acknowledges that he/she has had sufficient opportunity to review with his/her own tax advisors the federal, state, local, and foreign tax consequences of the transactions contemplated by these Terms. The Grantee acknowledges he/she must rely solely on such advisors and not on any statement or representations of the Company or any of its agents. The Grantee understands that he/she (and not the Company) shall be responsible for any tax liability that may arise as a result of the transactions contemplated by the Terms.

7. Representations and Warranties of the Company. The Company represents and warrants to the Grantee that (a) the Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, (b) these Terms and the Notice have been duly authorized and delivered by the Company and constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with their terms, and (c) the shares of Common Stock, if and when issued and delivered after the Committee's certification of the Performance Goals in accordance with these Terms and the Notice, will be duly authorized, validly issued, fully paid and nonassessable, and free and clear of any liens or encumbrances other than those created pursuant to these Terms or otherwise in connection with the transactions contemplated hereby.

8. Change in Control and Adjustments to Reflect Capital Changes.

(a) Accelerated Vesting Upon Change in Control. In the event of a Change in Control (as defined in the Plan), the Performance Shares shall be deemed earned at the Target level of the Performance Goal(s) set forth in the Notice and shall be fully paid to the Grantee within thirty (30) days of the Change in Control, unless such Change in Control results from the Grantee's beneficial ownership (as defined in the rules under the Exchange Act) of Common Stock or other Company Voting Securities (as defined in the Plan).

(b) Recapitalization. The number and kind of shares of Common Stock subject to the Award shall be appropriately adjusted to reflect any stock dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, liquidation or dissolution of the Company or other change in capitalization with a similar substantive effect upon the Plan or the Performance Shares.

(c) Certain Mergers. After any Merger (as defined in the Plan) in which the Company is not the surviving corporation or pursuant to which a majority of the shares which are of the same class as the shares that are subject to the Performance Shares are exchanged for, or converted into, or otherwise become shares of another corporation, the surviving, continuing, successor or purchasing corporation, as the case may be (the “Acquiring Corporation”), will either assume the Company's rights and obligations under these Terms or substitute an award in respect of the Acquiring Corporation's stock for the Performance Shares, however, if the Acquiring Corporation does not assume or substitute for the Performance Shares, the Board shall provide prior to the Merger that the Performance Shares be treated as earned at the Target level of the Performance Goal(s) set forth in the Notice, as of a date prior to the Merger, as the Board so determines, and shall be fully paid to the Grantee, provided that the Merger is consummated. Comparable rights shall accrue to the Grantee in the event of successive Mergers of the character described above.

9. No Rights as Stockholder. The Grantee shall have no voting or other rights as a stockholder of the Company with respect to any Performance Shares until the issuance of a certificate or certificates to him for shares of Common Stock with respect to the Performance Shares. Except as provided in Section 1(b), no adjustment shall be made for dividends or other rights for which the record date is prior to the issuance of the certificate or certificates.

10. Non-Competition, Non-Solicitation and Confidentiality.

(a) Non-Competition and Non-Solicitation. During Grantee's Active Employment and for a period of one year thereafter:

(i) Grantee shall not directly or indirectly call upon, contact or solicit any customer or prospective customer of the Company or its subsidiaries (A) with whom Grantee dealt directly or indirectly or for which Grantee had responsibility while employed by the Company or its subsidiaries, or (B) about whom Grantee acquired confidential information during Grantee's employment with the Company or its subsidiaries, for the purpose of offering, selling or providing products or services that are competitive with those then offered by the Company or its subsidiaries. Grantee shall not solicit or divert, or attempt to solicit or divert, either directly or indirectly, any opportunity or business of the Company or its subsidiaries to any competitor.

(ii) Grantee shall not, to the detriment of the Company or its subsidiaries, directly or indirectly, as an owner, partner, employee, agent, consultant, advisor, servant or contractor, engage in or facilitate or support others to engage in the distribution of electrical construction products or electrical and industrial maintenance, repair and operating supplies, or the provision of integrated supply services, or any other business that is in competition with any of the business activities of the Company or its subsidiaries in which Grantee was engaged during Grantee's Active Employment and in which the Company or its subsidiaries were engaged prior to the termination of Grantee's Active Employment. This provision shall not prevent Grantee from owning less than one percent (1%) of a publicly-owned entity or less than three percent (3%) of a private equity fund.

(iii) Grantee shall not, directly or indirectly, solicit the employment of or hire as an employee or consultant or agent (A) any employee of the Company or its subsidiaries or (B) any former employee of the Company or its subsidiaries whose employment ceased within 180 days prior to the date of such solicitation or hiring.

(b) Confidentiality. “Confidential Information” means information regarding the business or operations of the Company or its subsidiaries, both oral and written, including, but not limited to, documents and the Company or subsidiary information contained in such documents; drawings; designs; plans; specifications; instructions; data; manuals; electronic media such as computer disks, computer programs, and data stored electronically; security code numbers; financial, marketing and strategic information; product pricing and customer information, that the Company or its subsidiaries disclose to the Grantee or the Grantee otherwise learns or ascertains in any manner as a result of, or in relation to, Grantee's employment by the Company or its subsidiaries. Other than as required by applicable law, Grantee agrees: (i) to use Confidential Information only for the purposes required or appropriate for Grantee's employment with the Company or its subsidiaries; (ii) not to disclose to anyone Confidential Information without the Company's prior written approval; and (iii) not to allow anyone's use or access to Confidential Information, other than as required or appropriate for Grantee's employment with the Company or its subsidiaries. The foregoing shall not apply to information that is in the public domain, provided that Grantee was not responsible, directly or indirectly, for such information entering into public domain without the Company's approval. Grantee agrees to return to the Company all Confidential Information in Grantee's possession upon termination of Grantee's employment or at any time requested by the Company.

(c) Remedies. The Grantee agrees that in the event of a breach or threatened breach of any of the covenants contained in this Section 10, in addition to any other penalties or restrictions that may apply under any employment agreement, state law, or otherwise, the Grantee shall forfeit, upon written notice to such effect from the Company: (i) any rights to receive a Performance Share any and all Performance Shares awarded to him or her under the Plan and these Terms, including vested Performance Shares; (ii) any Shares acquired under this Award, and (iii) any profit the Grantee has realized on the vesting or sale of any Performance Shares acquired under this Award, which the Grantee may be required to repay to the Company). The forfeiture provisions of this Section 10 shall continue to apply, in accordance with their terms, after the provisions of any employment or other agreement between the Company and the Grantee have lapsed. The Grantee consents and agrees that if the Grantee violates or threatens to violate any provisions of this Section 10, the Company or its successors in interest shall be entitled, in addition to any other remedies that they may have, including money damages, to an injunction to be issued by a court of competent jurisdiction restraining the Grantee from committing or continuing any violation of this Section 10. In the event that the Grantee is found to have breached any provision set forth in this Section 10 or elsewhere in these Terms, the time period provided for in that provision shall be deemed tolled (*i.e.*, it will not begin to run) for so long as the Grantee was in violation of that provision.

(d) The foregoing provisions shall survive and remain in full force and effect regardless of any expiration, termination or cancellation of the Award.

(e) If any provision of this Section 10 shall be invalid or unenforceable to any extent, the remaining provisions of this Section 10 shall not be affected, and each remaining provision shall be enforceable to the fullest extent permitted by law. If any provision of this Section 10 is so broad as to be unenforceable, then such provision shall be interpreted to be only as broad as is enforceable.

(f) Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of this Section 10 shall be in addition to, and shall not be deemed to supersede, any existing covenants or other agreements between the Grantee and the Company or any of its subsidiaries.

11. Miscellaneous.

(a) Notices. All notices and other communications required or permitted to be given under this Award shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, to the Company, or the Grantee, as the case may be, at the following addresses or to such other address as the Company or the Grantee, as the case may be, shall specify by notice to the others:

(i) if to the Company, to it at:

WESCO International, Inc.
225 West Station Square Drive, Suite 700
Pittsburgh, Pennsylvania 15219-1122
Attention: Legal Department

(ii) if to the Grantee, to the Grantee at the last address on file in the Company's records.

All notices and communications shall be deemed to have been received on the date of delivery or on the third business day after the mailing thereof.

(b) Binding Effect; Benefits. This rights and interests of the Grantee under these Terms and the Notice shall be binding upon and inure to the benefit of the parties to these Terms and the Notice and their respective successors and assigns. Nothing in these Terms or the Notice, express or implied, is intended or shall be construed to give any person other than the parties to these Terms or the Notice or their respective successors or assigns any legal or equitable right, remedy or claim under or in respect of any agreement or any provision contained herein.

(c) Waiver. Any party hereto or beneficiary hereof, may, by written notice to the other parties (i) extend the time for the performance of any of the obligations or other actions of the other parties under this Award, (ii) waive compliance with any of the conditions or covenants of the other parties contained in this Award and (iii) waive or modify performance of any of the obligations of the other parties under this Award. Except as provided in the preceding sentence, no action taken pursuant to this Award, including, without limitation, any investigation by or on behalf of any party or beneficiary, shall be deemed to constitute a waiver by the party or beneficiary taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto or beneficiary hereof of a breach of any provision of this Award shall not operate or be construed as a waiver of any preceding or succeeding breach and no failure by a party or beneficiary to exercise any right or privilege hereunder shall be deemed a waiver of such party's or beneficiary's rights or privileges hereunder or shall be deemed a waiver of such party's or beneficiary's rights to exercise the same at any subsequent time or times hereunder. These Terms (together with the Notice, sometimes collectively referred to herein as the "Award") constitute all of the terms and conditions relating to the Award, and all prior oral and written representations are merged in these Terms.

(d) Assignability. A Grantee's rights under this Award and any rights and privileges pertaining to either of them, may not be transferred, assigned, pledged or hypothecated in any manner, by operation of law or otherwise, other than by will or by the laws of descent and distribution, and shall not be subject to execution, attachment or similar process.

(e) Applicable Law and Forum for Disputes. This Award (including these Terms and the Notice) shall be governed by and construed in accordance with the law of the State of Delaware, regardless of the law that might be applied under principles of conflict of laws. Any dispute, action or proceeding arising out of or in connection with the Plan or this Award shall be brought only in the courts in the Commonwealth of Pennsylvania, County of Allegheny, including the Federal Courts located therein, should Federal jurisdiction requirements exist, and the Grantee shall consent to submit to the exclusive jurisdiction of the such court for purposes of any action or proceeding arising out of or in connection with the Plan or these Terms.

(f) Section and Other Headings, etc. The section and other headings contained in this Award are for reference purposes only and shall not affect the meaning or interpretation of these Terms or the Notice. In these Terms and the Notice all references to "dollars" or "$" are to United States dollars.

(g) Counterparts. This Award may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. This Award may also be executed via acceptance in the electronic system of the Company's equity awards plan administrator.

(h) Delegation by the Board. All of the powers, duties and responsibilities of the Board specified in this Award may, to the full extent permitted by applicable law, be exercised and performed by any duly constituted committee thereof to the extent authorized by the Board to exercise and perform such powers, duties and responsibilities.

(i) Definitions. Any terms used in this Award and not otherwise defined shall have the meanings assigned to them in the Plan.

(j) Plan and Terms Not a Contract of Employment. Neither the Plan nor the Award is or are a contract of employment, and no terms of employment of the Grantee shall be affected in any way by the Plan, the Terms, the Notice or related instruments except as specifically provided therein. Neither the establishment of the Plan nor the Terms or the Notice shall be construed as conferring any legal rights upon the Grantee for a continuation of employment, nor shall it interfere with the right of the Company or any affiliate to discharge the Grantee and to treat him or her without regard to the effect that such treatment might have upon him or her as a Grantee. The awarding of Performance Shares shall not in any way affect the Company's right or power to make adjustments, reclassifications or changes in its capital or business structure or to merge, consolidate, reincorporate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

(k) Code Section 409A. The Performance Shares are intended to be exempt from Code Section 409A under the transfer of property exception set forth in Treasury Regulation Section 1.409A-1(b)(6) or, in the alternative, to otherwise comply with the requirements of Section 409A, and, in the event of any inconsistency between any provision of the Plan or these Terms or the Notice and Code Section 409A, the provisions of Code Section 409A shall control. Any provision in the Plan or these Terms or the Notice that is determined to violate the requirements of Code Section 409A shall be void and without effect. Any provision that is required by Code Section 409A to appear in the Plan or these Terms or the Notice that is not expressly set forth therein shall be deemed to be set forth therein, and the Plan shall be administered in all respects as if such provision was expressly set forth herein. Any reference in the Plan or these Terms or the Notice to Code Section 409A or a Treasury Regulation Section shall be deemed to include any similar or successor provisions thereto.

(l) Compensation Recovery Policy. Performance Shares awarded and Common Stock distributed under these Terms and the Notice shall be subject to any compensation recovery policy adopted by the Company to comply with applicable law or to comport with good corporate governances practices, as such policy may be amended from time to time.

CONSULTING AND SEPARATION AGREEMENT

THIS CONSULTING AND SEPARATION AGREEMENT (the “Agreement”) is made as of February 23, 2012 by WESCO International, Inc. and WESCO Distribution, Inc., (collectively, “WESCO”) each a Delaware corporation and Richard P. Heyse, a resident of the Commonwealth of Pennsylvania (“Employee”).

In consideration of the mutual promises made herein and intending to be legally bound hereby, WESCO and Employee hereby agree as follows:

1. **Consulting Services and Termination of Employment.** Employee stepped down from his position as Vice President, Chief Financial Officer effective February 3, 2012, and Employee shall continue to be employed on a non-exclusive basis in the capacity as a consultant for transitional matters through July 2, 2012. Employee shall cease to be an employee of WESCO effective as of July 2, 2012 (the “Termination Date”).

2. **Effect of Termination.** Except as expressly provided in this Agreement, WESCO shall have no obligations to Employee from and after the Termination Date. Without limiting the generality of the foregoing, WESCO shall have no obligation to Employee with respect to salary, bonuses and other cash or equity incentive compensation, fringe benefits, severance pay or other termination benefits, pension, profit-sharing or other retirement or deferred compensation payments under plans qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”) (except as required in accordance with the terms of such plans and applicable law), any other incentive or deferred compensation payments under plans not so qualified, and any health, life, disability, or other welfare benefit plans, programs or arrangements. Except for the payments and benefits described in this Agreement, Employee waives any and all of the foregoing compensation and benefits that may have accrued prior to the Termination Date and shall not be entitled to receive any of the foregoing compensation or benefits after the Termination Date.

3. **Termination Benefits.** Employee shall receive the following termination benefits, provided that this Agreement becomes effective and is not revoked during the seven-day revocation period set forth in Section 11 below, and also subject to Section 6 below:

   a. WESCO shall pay to Employee any accrued but unpaid current salary and fringe benefits (including accrued but unused paid time off of five days) through the Termination Date, and the severance compensation and benefits identified in Annex I attached hereto and made a part hereof (hereinafter the “Severance Benefits”).

   b. The termination of Employee's employment on the Termination Date shall constitute a qualifying event, as described in Section 4980B(f)(3) of the Code, with respect to Employee's health care continuation rights under the Consolidated Omnibus Budget Reconciliation Act, as amended (“COBRA”). As of the Termination Date, Employee will be deemed to have elected health care continuation coverage under COBRA. Employee shall be eligible to receive health care continuation coverage from WESCO for the period beginning on the Termination Date for a period of eighteen months to the extent provided under COBRA, subject to the terms and conditions of WESCO's existing health care programs and arrangements and Section 4980B(f) of the Code. The premiums for such health care continuation coverage shall be paid by Employee as provided under COBRA to the extent not provided otherwise in the Severance Benefits. The period from the Termination Date through the first anniversary of the Termination Date, and thereafter, shall be charged against Employee's rights under COBRA, as amended, and Section 4980B(f) of the Code.

c. To the extent that any of the foregoing benefits are subject to federal, state or local income or other taxes and WESCO believes, in good faith, that it is required by applicable law to withhold any such taxes in respect of any payment or benefit, WESCO shall make withholding in the amounts it determines to be appropriate and shall remit those amounts to the appropriate taxing authorities. WESCO's obligations shall be limited to those imposed on employers for withholding of taxes under applicable law and Employee shall be responsible for the timely reporting of income and the payment of taxes thereon.

d. Notwithstanding any other provision of this Agreement, Employee may pursue a claim for unemployment compensation and WESCO will indicate that it does not contest such claim; provided, however, that both parties will satisfy their legal obligations to provide other information as the unemployment compensation agency may request.

4. **Confidential and Proprietary Information**.

a. Employee shall return to WESCO by February 29, 2012, or earlier upon WESCO's request, all written materials, documents and other information in his possession relating to WESCO and its management and business and all other property of WESCO in his possession. Employee acknowledges that, by virtue of his position with WESCO, he has had access to certain confidential and proprietary information of WESCO and its business affairs. Employee represents that he has held all such information confidential and that he shall keep secret all confidential and/or proprietary matters relating to WESCO, whether or not specifically designated as such, and shall not disclose them for any purpose whatsoever to any outside party without the prior written consent of WESCO, except if legally required to disclose by a competent tribunal, provided that Employee has given timely notice to WESCO to allow WESCO to seek a protective order or other appropriate remedy or waive compliance with this provision.

b. Employee acknowledges that he remains bound by and subject to the terms of those certain Patent Information and/or Intellectual Property Agreement(s) that he has signed.

5. **Non-Competition and Non-Solicitation.**

a. In consideration of the payments to be paid to Employee under this Agreement, Employee agrees that, from the Effective Date (defined below) of this Agreement through the Termination Date and continuing for a period of eighteen months following the Termination Date, he shall not, by himself or in partnership or as an equity owner or in conjunction with, or as an employee, agent, consultant, unpaid adviser, manager or director of, any other person, business, firm, corporation or other entity, either directly or indirectly, undertake or carry on or be engaged or have any financial or other interest in, businesses, including their divisions, subsidiaries or affiliated entities, which are competitors of WESCO, their subsidiaries or affiliates; provided, however, that this provision shall not prevent Employee from owning less than 1% of any publicly-owned entity or less than 3% of any private equity fund. For clarification, the parties do not intend for manufacturers that do not engage in distribution of products or services in competition with WESCO, their subsidiaries or affiliates to be considered “competitors” for the purposes of this paragraph. Furthermore, Employee may request that WESCO waive this provision to allow Employee to work for a company that may be considered a competitor of WESCO, and WESCO will consider such requests on a case-by-case basis. Such requests shall be in writing and shall set forth in reasonable detail the basis for the request, the name of the company for whom Employee wishes to work, and the nature of his proposed responsibilities and duties.

b. In consideration of the payments to be paid to Employee under this Agreement, Employee agrees that, from the Effective Date (defined below) of this Agreement through the Termination Date and continuing for a period of eighteen months following the Termination Date, he shall not, directly or indirectly, solicit for employment or employ any employee of WESCO, their subsidiaries or affiliates, without WESCO's prior written consent.

c. Employee shall not disparage, malign, or otherwise say or do anything which could adversely affect the reputation and standing of WESCO.

d. The Parties agree that in the event Employee should violate any terms of this Section 5, WESCO would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy in which it may be entitled in law or equity, WESCO shall be entitled to an injunction (without proof of actual damages) to prevent breaches or threatened breaches of this Section 5, and/or compel to specific performance of this Section 5.

6. **Acknowledgment and Release.**

Employee acknowledges that the payments and benefits he is to receive pursuant to this Agreement shall be in full satisfaction of all claims, if any, against WESCO, and their subsidiaries, affiliates, shareholders, directors, officers, employees and agents, past and present. Except for the obligations of the respective parties under this Agreement, Employee does, for himself, and his heirs, personal representatives, successors and assigns, hereby irrevocably release and discharge, WESCO, their subsidiaries, affiliates, stockholders, directors, officers, employees and agents, past and present, and WESCO's predecessors, successors and attorneys, of and from any and all manner of actions, causes of action, claims, suits, debts, dues, sums of money, controversies, agreements, promises and demands whatsoever, both at law and in equity, known or unknown, arising under any federal, state or local law, rule, ordinance or regulation (including any common law and including, but not limited to, the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1866, as amended, the Civil Rights Act of 1991, as amended, the Age Discrimination in Employment Act, of 1967, as amended, and the Americans with Disabilities Act, as amended, and any similar state and local laws), which he now has or ever had or may in the future have, for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement for, on account of or arising out of any transactions or events that have occurred prior to the Effective Date of this Agreement (as defined below). Employee further agrees that he shall not be entitled to benefit from any charge or complaint filed by him or on his behalf, based upon claims arising from or attributable in any way to his employment with WESCO or the termination thereof, before any federal, state or local court or administrative agency, and Employee waives his right to any such monetary or other relief. This release is unqualified and for any relief, no matter how called, including, without limitation, wages, back pay, front pay, compensatory damages, liquidated damages, punitive damages, damages for pain or suffering, costs, attorneys' fees and expenses and claims to be reinstated to employment with WESCO. Employee understands that nothing in this Agreement prevents or precludes him from challenging or seeking a determination in good faith of the validity of the waiver solely under the Age Discrimination in Employment Act contained in this Agreement, nor does it impose any condition precedent, penalties, or costs for doing so, unless specifically authorized by federal law.

Employee and WESCO acknowledge and agree that this release does not affect Employee's rights, if any, to indemnification or advancement of expenses under Article VI of WESCO International, Inc.'s bylaws or to coverage under applicable directors and officers insurance policies, in each case subject to the terms and conditions imposed by the bylaws, the insurance contracts and applicable law.

As the principal financial officer of the Company, Employee has regularly reviewed the quarterly and annual reports of the Company filed under the Securities Exchange Act of 1934, as amended, and provided the required certifications under Sections 302 and 906 of the Sarbanes-Oxley Act and the rules under the SEC 1934 Act implementing Sections 302 and 906 which relate to, among other matters, the information in the periodic reports filed by the Company with the SEC, including the financial statements of the Company and other financial information included in the reports, and the design and evaluation of disclosure controls and procedures and internal control over financial reporting and any fraud involving management or other employees. Employee represents that, in connection with the annual report of the Company for the year ended December 31, 2011 to be filed on or about February 22, 2012 and the recently released earnings report for 2011, nothing has come to his attention as of February 3, 2012 that would cause him to be unable to provide the unqualified certifications under Sections 302 and 906 with respect to the year ended December 31, 2011.

7. **No Reinstatement or Re-employment**

Employee agrees that he waives all claims to reinstatement of his employment with WESCO, or their past, present and future subsidiaries or parents, and that he will not, at any future time, apply for employment with WESCO, or its past, present and future subsidiaries or parents. Employee agrees that his breach of this paragraph will constitute lawful and just cause to refuse to employ him, and that he shall have no cause of action against WESCO for such refusal.

8. **Breach of Agreement.**

a. Except as hereinafter provided, in the event that it is determined that Employee has breached any provision of this Agreement, WESCO shall be relieved of any and all obligations to make further payments or provide further benefits to Employee hereunder (except to the extent required by law), and Employee shall repay immediately to WESCO all monies and benefits that Employee received as Severance Benefits. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be determined settled in accordance with the provisions of subsection (b) below.

b. **Arbitration Agreement**. The parties agree that any dispute arising under or in connection with this Agreement shall be resolved by arbitration in accordance with the then current rules of the American Arbitration Association respecting employment disputes pertaining at the time the dispute arises. Such arbitration shall be held in Pittsburgh, Pennsylvania before a panel of three arbitrators. The determination of the arbitrators shall be conclusive and binding upon the parties to such arbitration proceeding and judgment upon the award may be entered in any court having jurisdiction. The expenses of each party, including legal and accounting fees, if any, with respect to the arbitration, shall be borne by such party, except to the extent otherwise directed by the arbitrators. The arbitrators shall designate the party to bear the expenses of the arbitrators or the respective amounts of such expenses to be borne by each party. Any provision in this Agreement to the contrary notwithstanding, each party shall be free to seek provisional equitable relief from a court of competent jurisdiction (whether or not an arbitration proceeding shall then be pending). No arbitration pursuant to this Agreement shall be stayed or delayed pending the outcome of any judicial or other proceeding.

9. **Notices.** Any notice or other communication required or permitted under this Agreement shall be effective only if it is in writing and delivered personally or sent by registered or certified mail, postage prepaid to the addresses set forth on the signature page hereto or to such other address as either party may designate by notice to the other, and shall be deemed to have been given upon delivery in person or upon deposit in the mail.

10. **Miscellaneous.**

a. The failure of a party to this Agreement to insist on any occasion upon strict adherence to any term of this Agreement shall not be considered to be a waiver or to deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing.

b. If any provision of this Agreement shall be invalid or unenforceable, the balance of this Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

c. This Agreement constitutes the entire understanding of the parties with respect to its subject matter, supersedes all prior agreements and understandings, including the May 21, 2009 letter and Term Sheet between WESCO and Employee, with respect to such subject matter, and may be terminated or amended only by a written agreement signed by all of the parties to this Agreement. Employee specifically waives any claim to the severance payment and other severance benefits described in the May 21, 2009 letter and Term Sheet between WESCO and Employee and, in consideration of the benefits described in this Agreement, Employee and WESCO hereby agree that that provision in the May 21, 2009 letter and Term Sheet between WESCO and Employee will be and hereby is of no further force and effect. Notwithstanding any provision to the contrary, the non-compete, non-solicitation and confidentiality covenants of Sections 4 and 5 shall be in addition to, and shall not be deemed to supersede, any existing non-compete, non-solicitation and confidentiality covenants or other agreements between Employee and WESCO, including those in any Stock Appreciation Rights Agreements or Restricted Stock Units Agreements between Employee and WESCO. Employee also acknowledges that the consideration provided in this Agreement, including continued employment through July 2, 2012 and the payments and other benefits set forth on Annex I, are in excess of the consideration that Employee would have received under the terms of the May 21, 2009 letter and Term Sheet or otherwise had Employee's employment been terminated in February 2012, and thus Employee acknowledges and agrees that the release and waiver set forth in this Agreement is in exchange for valuable consideration that Employee would not otherwise be entitled to receive.

d. The provisions of this Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania applicable to agreements made and to be performed in the Commonwealth of Pennsylvania, without regard to the principles of conflicts of laws.

e. The headings in this Agreement are for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement.

f. This Agreement is personal to the parties hereto and cannot be assigned or transferred by either party without the express written consent of the other party. This Agreement shall inure to the benefit of and be binding upon Employee, his heirs representatives and permitted assigns, and WESCO and its successors and permitted assigns.

g. All payments and benefits to Employee called for under this Agreement shall be made from the general assets of WESCO and Employee shall have no rights in any such payments and benefits greater than the rights of a general creditor of WESCO. Notwithstanding the foregoing, those benefits to be paid to Employee which are in the nature of pension benefits shall be afforded the same protection and guarantees as similar benefits payable to other former employees of WESCO.

h. For purposes of Section 409A of the Code, each payment made under this Agreement will be designated as a “separate payment” within the meaning of the Section 409A of the Code.

i. Employee agrees to cooperate fully with WESCO and any person so designated by WESCO, including but not limited to WESCO's attorneys, to assist WESCO to resolve any disputes or issues with which Employee has any knowledge whatsoever. Employee agrees to make himself available to answer questions or assist in such matters for a period of three years from the Termination Date. Such cooperation includes but is not limited to assisting WESCO and its counsel with litigation where WESCO determines that Employee's assistance would be useful and assisting WESCO with certain filings. Such assistance may include, without limitation, providing telephone advice, attending personal meetings, providing deposition testimony, serving as a witness at trial, in legal proceedings, or otherwise, and similar activities. Such cooperation shall not unreasonably interfere with Employee's non-WESCO commitments and in arranging for such cooperation and assistance, WESCO will take into account Employee's other commitments and schedule and will schedule such cooperation and assistance at mutually agreeable times. When called upon for such assistance during the time period from the Termination Date through the balance of the three-year period described in this paragraph, Employee will be compensated at the hourly rate of $200, which Employee acknowledges is a reasonable hourly rate.

11. **<u>Consideration and Revocation Periods</u>.**

a. Employee acknowledges, affirms and agrees that the benefits under this Agreement, including the Severance Benefits referred to in Annex I, constitute consideration in excess of that to which he would normally be entitled in the absence of this Agreement.

b. Employee represents that he has carefully read this Release; that he has been advised to consult with and receive the advice of an attorney of his choice with respect to his decision to execute this Agreement and to have an attorney explain to him the terms of this Agreement; that he accepts full responsibility and consequences of his action or non-action in this regard; that he knows and understands the content of this Agreement; that he executes this Agreement knowingly and voluntarily as his own free act; that the terms of this Agreement are totally satisfactory and thoroughly understood by him; that this Agreement was freely negotiated and entered into without fraud, duress or coercion; that he has 21 days from the original receipt of this Agreement within which to decide if he wants to sign it; that he may sign this Agreement in less than 21 days if he wishes; that he has 7 days after signing the Agreement within which to change his mind and revoke his acceptance; and that the terms of the Agreement will not be effective until those 7 days have expired without revocation. Employee agrees that any changes, whether material or immaterial, that are made to this Agreement prior to its execution shall not restart, or otherwise affect, the running of this 21 day consideration period. This Agreement will become effective on the eighth (8th) day after Employee signs this Agreement provided that Employee has not revoked the Agreement before that date (the “Effective Date”).

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year signed below.

EMPLOYEE:

/s/ Richard P. Heyse

By: Richard P. Heyse
152 Rockhaven Lane
Pittsburgh, PA 15228

Commonwealth of Pennsylvania
County of Allegheny

On this, the 23 day of February, 2012, before me, the undersigned Notary Public, personally appeared Richard P. Heyse who acknowledged himself to be the aforementioned individual, and that he duly executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ Martin K. Magan

Notary Public

WESCO

/s/ Kimbery G. Windrow
By: Name: Kimberly G. Windrow
Title: Vice President, Human Resources
Suite 700, 225 West Station Square Drive
Pittsburgh, PA 15219

Commonwealth of Pennsylvania
County of Allegheny

On this, the 27 day of February, 2012, before me, the undersigned Notary Public, personally appeared Kimberly G. Windrow, who acknowledged herself to be the aforementioned representative of WESCO, and that she duly executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

/s/ William W. Cline II Notary Public

Annex I

Severance Benefits

Upon Employee's execution and delivery of the Agreement to WESCO, and after the Effective Date, WESCO shall:

1) Provide severance payments in an aggregate amount equal to twelve months of Employee's most recent base salary in the total (gross) amount of Four Hundred Thousand and no/100 Dollars ($400,000.00). The foregoing payments will be made in approximately equal semi-monthly installments (each of which shall constitute a separate payment within the meaning of Section 409A of the Code) over a twelve month period in accordance with WESCO's standard payroll practices and shall begin in the next applicable regular payroll processing period after the Termination Date.

2) In the event the WESCO Compensation Committee approves a 2011 bonus that is less than Two Hundred Ninety-Five Thousand and no/100 Dollars ($295,000.00), then an additional severance payment shall be provided in the amount equal to Two Hundred Ninety-Five Thousand and no/100 Dollars ($295,000.00) less the amount of the actual approved 2011 bonus. The foregoing payment will be made in a lump sum within thirty (30) days of the Termination Date.

3) Provide an additional severance payment in lieu of a pro rated 2012 bonus from January 1, 2012 through the Termination Date in the total (gross) amount of One Hundred Thousand and no/100 Dollars ($100,000.00). The foregoing payment will be made in a lump sum within thirty (30) days of the Termination Date.

4) Provide health care coverage in all applicable WESCO welfare benefits plans for one year following the Termination Date. From the Termination Date until the first anniversary of the Termination Date, the premium rate payable by Employee will be the same as the then-current rate(s) for active employees, with WESCO paying the balance of the premiums for that period of time. From the end of that period through the end of the health care continuation coverage period under COBRA, Employee will be responsible for making all required premium payments. The period from the Termination Date through the first anniversary of the Termination Date, and thereafter, shall be charged against Employee's rights under COBRA, as amended, and Section 4980B(f) of the Code.

5) Upon the Effective Date, WESCO will make available to Employee appropriate executive-level outplacement services through a firm of Employee's choosing, up to a maximum cost to WESCO of $15,000.

6) In accordance with Section 2 of the Stock Appreciation Rights Agreements dated October 28, 2009, February 3, 2010 and May 11, 2010 (the “Matching SAR Agreements”) between Employee and WESCO, the stock appreciation rights granted to Employee under such Matching SAR Agreements shall be 100% fully vested on the Termination Date. The vesting requirements of any Stock Appreciation Rights Agreements other than the Matching SAR Agreements or of any Restricted Stock Agreements shall be as set forth in those agreements.

7) It is agreed and understood by the parties that all appropriate taxes and withholdings due and owing will apply to the foregoing Severance Benefits in accordance with Section 3(c) of this Agreement.

Exhibit 31.1

CERTIFICATION

I, John J. Engel, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WESCO International, 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.

Date: May 3, 2012

By: /s/ John J. Engel

John J. Engel

Chairman, President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Stephen A. Van Oss, certify that:

1. I have reviewed this quarterly report on Form 10-Q of WESCO International, 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.

Date:	May 3, 2012	By:	/s/ Stephen A. Van Oss
			Stephen A. Van Oss
			Senior Vice President, Chief Operating Officer and interim Chief Financial Officer

Exhibit 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of WESCO International, Inc. (the "Company") on Form 10-Q for the period ended March 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

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

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

Date: May 3, 2012

By: /s/ John J. Engel

John J. Engel

Chairman, President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of WESCO International, Inc. (the “Company”) on Form 10-Q for the period ended March 31, 2012 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, in the capacity and on the date indicated below, hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

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

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

Date: May 3, 2012	By:	/s/ Stephen A. Van Oss
		Stephen A. Van Oss
		Senior Vice President, Chief Operating Officer and interim Chief Financial Officer