

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

FORM 8-K

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

Date of Report (Date of earliest event reported) June 21, 2006

DUCOMMUN INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-08174
(Commission
File Number)

95-0693330
(IRS Employer
Identification No.)

23301 Wilmington Avenue, Carson, California
(Address of principal executive offices)

90745-6209
(Zip Code)

Registrant's telephone number, including area code (310) 513-7280

N/A

(Former name or former address, if changed since last report.)

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

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

Ducommun Incorporated (the "Company") and Gregory A. Hann ("Hann") entered into an employment offer letter dated May 26, 2006 which became effective on June 21, 2006 (Hann's first day of employment), in the form attached hereto as Exhibit 99.1. Pursuant to the employment offer letter, the Company and Hann agreed that (a) Hann would be employed as the Company's Chief Financial Officer, (b) the Company would pay Hann a base salary of \$280,000 per year, (c) Hann would be eligible to participate in the Company's annual bonus plan, and (d) the Compensation Committee of the Board of Directors would grant a stock option to Hann for 20,000 shares.

The Company and Hann entered into an indemnity agreement on June 21, 2006 in the form referenced as Exhibit 99.2. The indemnity agreement provides that the Company will indemnify Hann under certain circumstances as set forth in the indemnity agreement.

Item 5.02 Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers.

On June 21, 2006, Gregory A. Hann was elected Vice President, Chief Financial Officer and Treasurer of the Company. Mr. Hann previously was Chief Financial Officer of Alcoa Fastening Systems from 2003 to the present, and Chief Financial Officer of Alcoa Mill Products from 1998 to 2003. See Item 1.01 for a brief description of the material terms of the employment offer letter and the indemnity agreement between the Company and Hann.

On June 21, 2006, James S. Heiser resigned his positions as Chief Financial Officer and Treasurer of the Company. Mr. Heiser will continue as Vice President, General Counsel and Secretary of the Company.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

99.1 Employment offer letter between Ducommun Incorporated and Gregory A. Hann dated as of May 26, 2006.

99.2 Indemnity Agreement between Ducommun Incorporated and Gregory A. Hann dated as of June 21, 2006. Except for the name of the officer and the date of the agreement, the Indemnity Agreement is identical to the form of agreement filed as Exhibit 10.8 to Form 10-K for the year ended December 31, 1990, which is incorporated herein by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DUCOMMUN INCORPORATED
(Registrant)

Date: June 22, 2006

By: /s/ James S. Heiser
James S. Heiser
Vice President and General Counsel

May 26, 2006

VIA FEDERAL EXPRESS

Mr. Gregory A. Hann
22 Covered Wagon Lane
Rolling Hills Estates, California 90274

Dear Greg:

I am pleased on behalf of Ducommun Incorporated (the "Company") to confirm our offer of employment to you as Chief Financial Officer. This letter documents the terms of your employment.

1. Commencement

This offer is contingent on your reporting to work by June 26, 2006.

2. Salary

Your base salary will be \$280,000 per year, paid biweekly. Merit and salary reviews are conducted annually.

3. Incentive

You will be eligible to participate in Ducommun's annual bonus plan with a bonus target of 40% of base salary (with a maximum bonus potential of 120% of base salary). Bonuses are subject to the approval and are at the discretion of the Compensation Committee of the Board of Directors. Your first year of participation will be for the year ending 2006 which will be prorated for the portion of 2006 you are employed by the Company, with bonus awards made in the Spring of 2007. As a bonus participant, you must be employed by the Company at the time a bonus payment is made in order to be eligible to receive a bonus.

4. Stock Option

A recommendation will be made to the Compensation Committee of the Board of Directors, that a stock option award in the amount of 20,000 shares be granted to you, with an exercise price equal to the closing price of Ducommun stock on the date of the next Compensation Committee meeting.

5. Benefits

You will be eligible to participate in the benefit programs provided by Ducommun to its corporate officers generally. These benefit programs include:

- Health, dental, disability and life insurance
- 401(k) plan participation and Company matching contribution (currently the matching contribution is 50% of the first 4% of salary deferred, subject to IRS limits)
- Deferred compensation plan participation
- Monthly auto allowance in accordance with Company policy
- Four (4) weeks paid vacation per year in accordance with Company policy
- Company-paid annual airline club membership

6. Inventions

You will assign all of your rights to any invention to the Company as follows: all inventions which you developed during your working time; all inventions which you developed using Company equipment, supplies, facilities, or trade secret information; and all inventions developed entirely on your own time if those inventions relate, at the time, to the Company's business or to actual or demonstrably anticipated research or development of the Company, or if those inventions resulted from any work performed by you for the Company. This does not apply to an invention of yours that is protected from being assigned to the Company under California Labor Code Section 2870.

7. Business Conduct

During your employment by the Company, you will not act in any manner contrary to the best interests of the Company, its parent, subsidiary, or affiliated companies, or its employees. During your employment by the Company you will not engage in, or have any financial or other interest in, or render any service in any capacity to any competitor, customer, or supplier of the Company. During your employment by the Company you will not solicit or encourage a customer of the Company to take its business elsewhere. During your employment by the Company and forever thereafter, you will, upon demand (or upon termination of your employment), immediately return all Company property and you will not solicit or encourage a Company employee to work elsewhere or disclose or use any trade secret or confidential information of the Company. You understand that the term "trade secret" or "confidential information" means all materials, chemicals, formulae, data, drawings and techniques used, tests performed, machines operated and processes used by the Company, and includes without limitation, all other information concerning the Company, any parent, any subsidiary, any affiliate, any supplier, or any customer (including, but not limited to, information regarding the peculiarities, preferences and manner of doing business) that is not generally known to the public or to other persons. You also agree that the remedy of law for your breach of this paragraph is inadequate and that the Company, in addition to any other remedy, can seek appropriate injunctive relief from an appropriate California court or arbitrator, at its election.

8. Company Policies

You will be subject to and will adhere to all of the Company's policies applicable to the Company's employees generally, including but not limited to, all policies relating to standards of conduct, conflicts of interest, and compliance with the Company's rules and obligations. You represent that you have no agreement with or obligations to anyone or anything that would in any way conflict with any of your obligations contained in this Agreement. Further, you will immediately notify the Company, in writing, of any other employment or work that you accept during your employment by the Company.

9. Termination of Agreement and Employment At Will

Your employment by the Company is at will. This means that your employment may be terminated at any time, with or without cause, and with or without notice by you or by the Company. Additionally, the Company can change the terms of employment, with or without cause, and with or without notice including, but not limited to, demotion, promotion, transfer, compensation, benefits, duties, and location of work. This at-will relationship can only be changed by an agreement in writing signed by the chief executive officer of the Company and approved in writing as to form by the general counsel for Ducommun Incorporated. Any oral statement or conduct by a supervisor or manager of the Company will not alter your at-will employment status. Upon termination, all of the Company's and your obligations under this Agreement cease, other than your obligation to immediately return all Company property, your obligations under paragraph 9, and your obligations under paragraph 10 concerning solicitation of Company employees and trade secrets and confidential information (all of which will forever survive the termination, breach or expiration of this Agreement), and the Company's obligations to pay any unpaid, earned salary and any unpaid earned vacation pay, and to reimburse any unpaid, properly incurred business expenses.

10. Arbitration

Your employment by the Company is conditioned on and in consideration of your signing a separate Arbitration Agreement (a copy of which is attached to this letter) and returning it to me at the same time as this letter.

11. Applicable Law; Savings Clause; Entire Agreement

This Agreement will be governed by the laws of the State of California applicable to employment contracts. If any of the paragraphs of this Agreement are or are held to be invalid under the laws of the State of California, this Agreement will be performed, construed, and, if necessary, enforced to the fullest extent possible to conform to the intentions of the parties as evidenced by this Agreement and by all of its paragraphs, including the invalid paragraph. Furthermore, the Company's failure to enforce any provision of this Agreement will not be construed as a waiver of that or any other provision and will not prevent the Company from later enforcing that or any other provision. This Agreement constitutes the entire agreement between the Company and you with respect to the subject matter hereof, and supersedes all prior oral and written agreements and all contemporaneous oral agreements.

Your signature below will constitute your full acceptance of the terms and conditions set forth in this Agreement. Please return one executed copy of this Agreement to me no later than June 2, 2006.

Sincerely,

DUCOMMUN INCORPORATED

By: /s/ Joseph C. Berenato

Joseph C. Berenato
Chairman, President and
Chief Executive Officer

ACCEPTED AND AGREED:

/s/ Gregory A. Hann

Gregory A. Hann

Date: May 27, 2006

Attachments

Human Resources: OfferLetter-GHann