
**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 4, 2012

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) 513-7200

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 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(c) On June 4, 2012, Joel H. Benkie was elected executive vice president and chief operating officer of Ducommun Incorporated (the "Company"), effective on the first day of his employment by the Company (which is currently anticipated to be June 18, 2012). From 2008 to 2012, Mr. Benkie was the group vice president of operations at Parker Aerospace, a unit of Parker Hannifin Corporation. From 1995 to 2008, Mr. Benkie served in a number of group vice president and general manager roles at Parker Hannifin. Mr. Benkie is 56 years of age.

The Company and Mr. Benkie have entered into an employment letter agreement in the form attached hereto as Exhibit 99.1 (the "Letter Agreement"). Under the Letter Agreement, Mr. Benkie will receive an annual base salary of \$400,000, will be eligible to participate in the Company's annual bonus plan, will be granted a stock option for 20,000 shares and restricted stock units for 8,000 shares, will be eligible to participate in the Company's stock incentive programs, and will receive usual Company-provided benefits.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

99.1 Employment Letter Agreement dated May 3, 2012 between Ducommun Incorporated and Joel H. Benkie.

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 4, 2012

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

May 3, 2012

VIA OVERNIGHT MAIL

Mr. Joel Benkie
2 Prestwick Way
Coto de Caza, CA 92679

Dear Joel:

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

1. Commencement

This offer is contingent on your acceptance of the offer by May 10, 2012 and reporting to work by June 18, 2012.

2. Salary

Your base salary will be \$400,000 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 50% of base salary (with a maximum bonus potential of 150% of base salary). Bonuses are subject to the approval and are at the discretion of the Compensation Committee of the Board of Directors (the "Committee"). Your first year of participation will be for calendar year 2012 which will be prorated for the portion of 2012 you are employed by the Company, with bonus awards made in the spring of 2013. 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. Bonuses for 2012 are subject to the terms of the 2012 Bonus Plan.

4. Stock-Based Compensation

A recommendation will be made to the Compensation Committee of the Board of Directors to award to you at the next Compensation Committee meeting the following:

- A stock option for 20,000 shares, with an exercise price equal to the closing price of Ducommun stock on the date of grant, which will vest in equal annual increments over a period of four years, and
- Restricted stock units for 8,000 shares, which will vest in equal annual increments over three years.

You will also be eligible to participate in Ducommun's stock incentive plans under which stock options, restricted stock units, and performance stock units (the "Stock Awards") are typically granted annually to senior officers of the Company. All such Stock Awards are subject to the approval of the Committee and will contain such terms as the Committee may determine.

5. Benefits

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

- Medical, dental, vision, disability and life insurance
- 401(k) plan participation and Company matching contribution (currently the matching contribution is 50% of the first 6% of salary deferred, subject to IRS limits), subject to a 90-day waiting period
- Monthly auto allowance in accordance with Company policy, currently \$1,268.00 per month
- Four (4) weeks paid vacation per year in accordance with Company policy

6. Inventions

You 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 any employee of the Company, or any subsidiary or affiliated Company to work elsewhere or disclose or use any "trade secret" or "confidential information". 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 or its subsidiaries or affiliated Companies, 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 6, and your obligations under paragraph 7 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.

12. Conditions

This offer is conditioned on your reporting to work on or before the date set forth in paragraph 1. If this condition is not met, the Company and you shall have no obligations under this Agreement which shall be null and void.

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 May 10, 2012.

Sincerely,

DUCOMMUN INCORPORATED

By: /s/ James S. Heiser

James S. Heiser
Vice President

ACCEPTED AND AGREED:

/s/ Joel Benkie

Joel Benkie

Date: May 8, 2012

Attachments

Human Resources/Irm: Offer Letter – Joel Benkie