

**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): November 16, 2005

ACUITY BRANDS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-16583
(Commission File Number)

58-2632672
(I.R.S. Employer
Identification No.)

1170 Peachtree St., N.E., Suite 2400, Atlanta, GA
(Address of principal executive offices)

30309
(Zip Code)

Registrant's telephone number, including area code: 404-853-1400

Not Applicable
(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))

Item 1.01. Entry Into A Material Definitive Agreement.

Effective as of December 1, 2005, Acuity Brands, Inc. (the "Company") appointed Richard K. Reece as Senior Vice President and Chief Financial Officer. On November 16, 2005, the Company entered into an employment letter (the "Reece Letter") with Mr. Reece, the details of which were approved by the Board of Directors of the Company on November 17, 2005. The Reece Letter is filed with this report as Exhibit 10.1 and its contents are incorporated by reference into this Item 1.01. The material terms and conditions of the Reece Letter are summarized in Item 5.02 below and the contents of such summary are incorporated into this Item 1.01 by reference.

Item 5.02. Departure Of Directors Or Principal Officers; Election Of Directors; Appointment Of Principal Officers.

On November 17, 2005, the Company's Board of Directors approved Richard K. Reece's appointment as Senior Vice President and Chief Financial Officer. A press release announcing the appointment of Mr. Reece is attached hereto as Exhibit 99.1.

Mr. Reece, age 49, has over twenty-five years of financial and operational experience, most recently serving as Vice President, Finance and Chief Financial Officer of Belden CDT, Inc., a publicly held wire and cable manufacturer. During his twelve-year career with Belden CDT, Mr. Reece served for three years as the President of its Communications Division, which manufactures cable products for the telecommunications industry. Mr. Reece previously served as a partner with Ernst & Young LLP.

Under the terms of the Reece Letter, Mr. Reece will be employed as the Senior Vice President and Chief Financial Officer of the Company on an "at will" basis. The material terms and conditions of the Reece Letter are summarized below, which description is qualified in its entirety by reference to the provisions of the Reece Letter attached to this report as Exhibit 10.1.

Effective as of December 1, 2005, Karen J. Holcom, who has served as Interim Chief Financial Officer of the Company, will continue to serve as Vice President and Controller.

Base Pay

As Senior Vice President and Chief Financial Officer, Mr. Reece will be paid \$33,333 per month, which annualizes to \$400,000. Mr. Reece's salary will be reviewed annually beginning in October 2007.

Bonus

Mr. Reece will receive a one-time sign-on bonus of \$325,000, which will include amounts paid in lieu of relocation expenses (other than temporary housing and travel, addressed below). The bonus will be required to be repaid on a pro rata after-tax basis, assuming a tax rate of 41%, should Mr. Reece voluntarily terminate his employment with the Company within three years of December 1, 2005.

Annual Incentive Plan

Mr. Reece will participate in the Company's Management Compensation and Incentive Plan, which provides an annual bonus opportunity of 55% of salary at target performance with a maximum opportunity of 110% of salary.

Long Term Incentive Plan

Mr. Reece will participate in the Company's Long Term Incentive Plan, which provides an opportunity for awards calculated as a percentage of Mr. Reece's base salary and determined by his position in the Tier 1 award structure, by the performance of the Company, and by his contribution to that performance. Beginning in fiscal year 2007, the starting point for any annual award for Mr. Reece is his base salary multiplied by 120% adjusted for the Company's performance in fiscal year ended August 31, 2006 and for individual performance.

On December 1, 2005, Mr. Reece will receive a one-time initial award of 25,000 time-vesting restricted shares of the Company's common stock, which will vest in four equal annual installments beginning December 1, 2006, and a stock option for 50,000 shares, which will vest in three equal annual installments beginning December 1, 2006 and will have an exercise price equal to the fair market value of the Company's common stock on December 1, 2005.

Deferred Compensation Plan

Mr. Reece will be eligible to participate in the Company's Supplemental Deferred Savings Plan, which currently would allow Mr. Reece to defer up to 50% of his annual cash compensation.

Other Benefits

Mr. Reece will be eligible to participate in the Company's 401(k) Plan and the Company's medical, dental, life insurance, disability, and other benefit programs generally made available to employees of the Company.

Vacation

Mr. Reece will be entitled to receive four weeks vacation per fiscal year.

Temporary Housing and Travel

Mr. Reece will be entitled to receive a temporary housing allowance for up to six months beginning December 1, 2005, not to exceed \$3,500 per month. The Company will also pay reasonable expenses of travel until the sale of Mr. Reece's current residence.

Severance Payments

Mr. Reece will be covered by a Severance Agreement and a Severance Protection Agreement, which will provide Mr. Reece with severance payments under certain circumstances. Such agreements will be on the terms consistent with the Severance Agreements and Severance Protection Agreements the Company currently has in effect with its senior vice presidents.

Item 9.01. Financial Statements and Exhibits.

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Letter Agreement dated November 16, 2005 between Acuity Brands, Inc. and Richard K. Reece.
99.1	Acuity Brands, Inc. press release dated November 17, 2005.

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.

Date: November 18, 2005

ACUITY BRANDS, INC.

By: /s/ Vernon J. Nagel

Vernon J. Nagel
Chairman, President, and
Chief Executive Officer

November 16, 2005

Richard K. Reece
21 Ballas Court
St. Louis, MO 63131-3000

Dear Ricky:

I am pleased to confirm our offer to you of the position of Senior Vice President and Chief Financial Officer for Acuity Brands, Inc. (“Acuity” or “Acuity Brands”). This letter confirms the details of our offer, which are subject to formal approval by the Board of Directors of Acuity Brands.

EFFECTIVE DATE

You will assume the duties of your new position effective as of December 1, 2005 (the “Effective Date”).

DUTIES

You will be employed on a full-time basis as the Senior Vice President and Chief Financial Officer for Acuity Brands and will report to the Chairman, President, and Chief Executive Officer. In that capacity, you will perform the duties and responsibilities normally associated with that position, including those described on Exhibit “A” attached hereto.

COMPENSATION

Base Salary

Your starting base salary will be \$33,333 per month, paid on a monthly basis in arrears and based on an annual salary of \$400,000. Your salary will be reviewed annually beginning October 2007.

Sign-On Bonus

You will receive a sign-on bonus of \$325,000, which will include amounts paid in lieu of relocation expenses (other than temporary housing and travel, addressed below). Should you voluntarily terminate your employment with Acuity Brands, Inc. within three years of the Effective Date, you will be required to repay the sign-on bonus on a pro rata, after tax basis, assuming a tax rate of 41%.

Annual Incentive Plan

You will participate in the Acuity Brands, Inc. Management Compensation and Incentive Plan, currently providing an annual bonus opportunity of 55% of salary at target performance, with a maximum opportunity of 110% of salary. Your fiscal year 2006 bonus will be calculated based on the full fiscal year ending August 31, 2006.

Long-Term Incentive Plan

You will participate in the Acuity Brands, Inc. Long-Term Incentive Plan (the "Plan"). Under the term of the Plan you will have the opportunity for awards calculated as a percentage of your base salary and determined by your position in Tier 1 of the award structure, by the performance of Acuity Brands, and by your contribution to that performance. Your base salary multiplied by 120% will be used as the starting point for any annual award that may be granted beginning in fiscal year 2007, adjusted for the performance of Acuity Brands for the fiscal year ended August 31, 2006 and your individual performance for the portion of the year you are employed.

You will receive a one-time initial award under the Plan of 25,000 time-vesting restricted shares, which will vest in four equal annual installments beginning one year from the Effective Date, and a stock option for 50,000 shares, which will vest in three equal installments beginning one year from the Effective Date and will have an exercise price equal to the fair market value (closing price) of Acuity Brands common stock on the Effective Date.

You will be subject to the share ownership guidelines and share retention requirements applicable to other senior vice presidents of Acuity Brands.

Retirement Plans

You will be eligible to participate in the Acuity Brands, Inc. 401(k) Plan, which currently includes a company match of 60% of deferrals up to 6% of salary, subject to applicable federal limitations.

You will be eligible to participate in the Acuity Brands, Inc. 2002 Supplemental Executive Retirement Plan (the "SERP"), as it may be revised or replaced to comply with §409A of the Internal Revenue Code. Your benefits under the SERP will be determined pursuant to the standard provisions of the SERP in accordance with the effective date of your eligibility.

Deferred Compensation Plan

You will be eligible to participate in the Acuity Brands, Inc. Supplemental Deferred Savings Plan (the "SDSP" or "Plan") under the standard provisions of the Plan or such subsequent deferred compensation plan that may be adopted to comply with §409A of the Internal Revenue Code. Under the current provisions of the SDSP, you may defer up to 50% of your annual cash compensation (base salary and bonus), which earns interest at the prime rate. (As an executive officer with eligibility for the SERP, you will not be eligible to receive the company contribution or match under the SDSP.)

Medical, Life Insurance, and Other Employee Benefits

You will be eligible to participate in the medical, dental, life insurance, disability, and other benefit programs generally made available to employees of Acuity Brands, which include:

- Medical
- Prescription Drug Plan
- Life Insurance
- Short-Term Disability
- Long-Term Disability
- Flex Benefit Program
- Voluntary Dental Program
- Voluntary EyeMed Program

Vacation

You will be entitled to four (4) weeks vacation per fiscal year.

Temporary Housing and Travel

You will be entitled to a temporary housing allowance for up to six (6) months beginning on the Effective Date, not to exceed \$3,500 per month, to provide accommodations for you and your family in Atlanta pending the sale of your current home in St. Louis. In addition, Acuity Brands will pay reasonable expenses of travel to and from St. Louis until such sale.

Employment at Will/Severance Payments/Change in Control

Your employment will be at will and may be terminated by either Acuity Brands, Inc. or by you at any time for any reason, with or without notice. Except in the event of a termination in connection with a Change in Control of Acuity Brands, Inc. (as defined in the Severance Protection Agreement that will cover you), you will be covered by a Severance Agreement consistent with those provided other senior vice presidents of the Corporation, which provides you a severance benefit in the event your employment in this position is terminated for any reason other than voluntary termination (including early or normal retirement), termination upon death or Disability, or termination by Acuity Brands for Cause. The terms Cause and Disability used in this paragraph will be defined in the Severance Agreement.

With respect to Change in Control situations, you will be covered by a Severance Protection Agreement with the same provisions as are generally applicable to other senior vice president of Acuity Brands. In the event of your termination in connection with a Change in Control that entitles you to benefits under the Severance Protection Agreement, you will receive the greater of the payments and benefits provided under the Severance Protection Agreement or the severance payment described above.

Other

The base salary, annual incentive, long-term incentive, nonqualified retirement benefits, and any severance payment will be structured to provide the tax deductibility to Acuity Brands, Inc. of the payments and benefits under the Internal Revenue Code of 1986.

We look forward to your joining Acuity Brands and to a long and mutually satisfactory relationship. This letter outlines your employment relationship with Acuity Brands; if you agree with the employment terms as outlined above, please sign and date both copies of this letter agreement and return one copy to me at your earliest convenience.

Sincerely,

/s/ Vernon J. Nagel

Vernon J. Nagel
Chairman, President, and
Chief Executive Officer

ACCEPTED AND AGREED TO THIS
16th DAY OF NOVEMBER, 2005.

/s/ Richard K. Reece

Richard K. Reece



News Release

Acuity Brands, Inc.
1170 Peachtree Street, NE
Suite 2400
Atlanta, GA 30309
Tel: 404 853 1400
Fax: 404 853 1430
AcuityBrands.com

Company Contact:
Dan Smith
Acuity Brands, Inc.
(404) 853-1423

**ACUITY BRANDS NAMES RICHARD K. REECE AS
SENIOR VICE PRESIDENT AND CHIEF FINANCIAL OFFICER**

ATLANTA, November 17, 2005 – Acuity Brands, Inc. (NYSE: AYI) announced today that Richard K. Reece, age 49, will be joining the Company as Senior Vice President and Chief Financial Officer on December 1, 2005. Mr. Reece has over twenty-five years of financial and operational experience, most recently as Vice President, Finance and Chief Financial Officer of Belden CDT, Inc. (NYSE: BDC), a publicly held wire and cable manufacturer. During his twelve-year career with Belden CDT, Mr. Reece served for three years as the President of its Communications Division, which manufactures cable products for the telecommunication industry. Mr. Reece previously served as a partner with Ernst & Young LLP.

Karen J. Holcom, who has served as Interim Chief Financial Officer of Acuity Brands, will continue to serve as Vice President and Controller.

Vernon J. Nagel, Chairman, President, and Chief Executive Officer of Acuity Brands, said, “We are excited to add Richard Reece to our senior management team. He has considerable business experience, including financial and operating management responsibilities. He has been personally involved in leading changes to improve performance in operations, which fits well with the

improvement programs we have in place. Also, he has significant experience with mergers and acquisitions, from both his Ernst & Young practice and his work at Belden CDT, that will serve Acuity Brands well as we look to grow in the future.”

Mr. Reece said, “I am pleased to be joining a company that is putting a strong emphasis on customers, costs, and a culture of continuous improvement. I look forward to contributing to the future success and growth of Acuity Brands.”

Acuity Brands, Inc., with fiscal year 2005 net sales of approximately \$2.2 billion, is comprised of Acuity Brands Lighting and Acuity Specialty Products. Acuity Brands Lighting is one of the world’s leading providers of lighting fixtures and includes brands such as Lithonia Lighting®, Holophane®, Peerless®, Hydrel®, American Electric Lighting®, and Gotham®. Acuity Specialty Products is a leading provider of specialty chemicals and includes brands such as Zep®, Zep Commercial™, Enforcer®, and Selig™. Headquartered in Atlanta, Georgia, Acuity Brands employs approximately 10,000 people and has operations throughout North America and in Europe and Asia.