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FACSIMILE COVER SHEET

Date: March 13, 2009

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| Ms. Rachelle Henderson | Air Canada, Dorval | 514 422-7275 | 514 422-2641 |
| Mr. Fred Headon | Air Canada, Dorval | 514 422-7275 | 514 422-2641 |
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Pages (including cover): 5

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March 13, 2009
File No.: 10106/274226.00020

BY TELECOPIER

Canada Industrial Relations Board
1501 McGill College Avenue
Suite 910
Montréal, Quebec H3A 3M8

Attention: Ms. Éleine Désorcy, Industrial Relations Officer

Dear Ms. Désorcy:

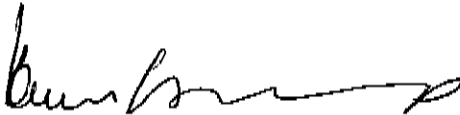
In the matter of the *Canada Labour Code (Part I – Industrial Relations)* and a complaint of unfair labour practice filed pursuant to section 97(1) thereof by Mr Jesse-Carl Gauthier, et al., complainants, alleging violation of section 37 of the *Code* by the International Association of Machinists and Aerospace Workers, Transportation District 140, respondent; Air Canada, employer; Aveos Fleet Performance Inc., interested party. (27266-C)

Please find enclosed a copy of the response submissions of Aveos Fleet Performance Inc.

A copy of these submissions is forwarded by telecopier to counsel for the IAMAW and to counsel for Air Canada. A copy of these submissions is also in the process of being mailed to the complainants for whom a mailing address has been provided by the Board.

Yours truly,

FASKEN MARTINEAU DuMOULIN LLP



Louise Béchamp

LB/tf

c.c.: Ms. Antonietta Marro
c.c.: Ms. Rachelle Henderson / Mr. Fred Headon
c.c.: Ms. Amanda Pask

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Board File No. 27266-C

CANADA INDUSTRIAL RELATIONS BOARD

Concernant le *Code canadien du travail (Partie I – Relations du travail)* et une plainte de pratique déloyale de travail déposée en vertu de l'article 97(1) dudit *Code* par M. Jesse-Carl Gauthier et autres, plaignants alléguant violation de l'article 37 du *Code* par l'Association internationale des machinistes et des travailleurs et travailleuses de l'aérospatiale, district des transports 140, intimée; Air Canada, employeur, Aveos Fleet Performance Inc., partie intéressée. (27266-C)

In the matter of the *Canada Labour Code (Part I – Industrial Relations)* and a complaint of unfair labour practice filed pursuant to section 97(1) thereof by Mr Jesse-Carl Gauthier, et al., complainants, alleging violation of section 37 of the *Code* by the International Association of Machinists and Aerospace Workers, Transportation District 140, respondent; Air Canada, employer; Aveos Fleet Performance Inc., interested party. (27266-C)

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| <p style="text-align: center;">RESPONDING SUBMISSIONS OF AVEOS FLEET PERFORMANCE INC.</p> |
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As an interested party to the above referenced matter, Aveos Fleet Performance Inc. ("Aveos") does not consider it necessary at this time to respond in detail to the complaint but does submit the following:

1. Aveos has nothing to add to the description of facts as set forth by the International Association of Machinists and Aerospace Workers ("IAMAW") in its response.
2. As the Board is cognizant from CIRB file #26054-C, by Asset Purchase Agreement ("APA") dated June 22, 2007, ACTS LP sold substantially all of its assets and liabilities to a consortium consisting of Sageview Capital LLC and

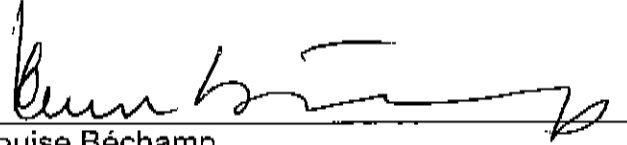
- 2 -

- KKR Private Equity Investors, LP (the parties identified in the APA being "Silverbow (International) Limited, KSAGE MRO Holdings Inc. And Air Support JV").
3. The sale was completed on October 16, 2007.
 4. The assets and liabilities transferred to the purchaser were related to the MRO business conducted by ACTS LP, i.e. the delivery of commercial maintenance, repair and overhaul services to the airline industry.
 5. Following the APA, KSAGE MRO Holdings Inc. first changed its name to ACTS Aero Technical Support & Services Inc. ("ACTS Aero") and more recently, as of September 23, 2008, ACTS Aero changed its name to Aveos Fleet Performance Inc.
 6. The purchaser has never been and is not in any way related to or owned by Air Canada or ACE.
 7. At all times, Aveos has been and remains a separate and distinct legal entity from Air Canada, ACTS LP and ACE; there is no common direction or control between Aveos and Air Canada or ACTS LP such that Aveos could be considered a single employer with Air Canada. Indeed, Aveos must not be confused with ACTS LP.
 8. Following the sale of business, Aveos agreed to enter into discussions with the IAMAW in order to avoid prolonged and costly litigation over the issue.
 9. In such a context and circumstance, Aveos submits that the parties acted in furtherance of sound and constructive labour relations by negotiating the Memorandum of Agreement in order to ensure an orderly transition of employment from Air Canada to Aveos.
 10. Aveos further submits that nothing in the *Canada Labour Code* or in the collective agreement renders the application of the sale of business provisions subject to collective bargaining.

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11. These submissions should not be interpreted as a recognition by Aveos of any liability whatsoever with regard to complaints filed under Section 37 of the Canada Labour Code.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 13th day of March, 2009.



Louise Béchamp
Fasken Martineau DuMoulin LLP
Counsel for Aveos Fleet Performance Inc.