



Appendix C

Informal Complaints to DOT by New Entrant Airlines About Unfair Exclusionary Practices March 1993 to May 1999

UNFAIR PRICING AND CAPACITY RESPONSES

1. *Date Raised.* May 1999

Complaining Party. AccessAir

Complained Against. Northwest Airlines

Description. AccessAir, a new airline headquartered in Des Moines, Iowa, began service in the New York-LaGuardia and Los Angeles to Moline/Quad Cities/Peoria, Illinois, markets. Northwest offers connecting service in these markets. AccessAir alleged that Northwest was offering fares in these markets that were substantially below Northwest's costs.





2. *Date Raised:* March 1999

Complaining Party: AccessAir

Complained Against: Delta, Northwest, and TWA

Description: AccessAir was a new entrant air carrier, headquartered in Des Moines, Iowa. In February 1999, AccessAir began service to New York–LaGuardia and Los Angeles from Des Moines, Iowa, and Moline/Quad Cities/Peoria, Illinois. AccessAir offered direct service (nonstop or single-plane) between these points, while competitors generally offered connecting service. In the Des Moines/Moline–Los Angeles market, AccessAir offered an introductory roundtrip fare of \$198 during the first month of operation and then planned to raise the fare to \$298 after March 5, 1999. AccessAir pointed out that its lowest fare of \$298 was substantially below the major airlines' normal 14- to 21-day advance purchase fares of \$380 to \$480 per roundtrip and was less than half of the major airlines' normal 7-day advance purchase fare of \$680. Similarly, in the Des Moines/Moline/Peoria–New York market, AccessAir had offered an introductory roundtrip fare of \$198 that was to expire on March 20, 1999. In all of these markets, Delta, Northwest, and TWA have continued to offer fares at the level of AccessAir's introductory fares and did not match AccessAir's fare increases. AccessAir alleged that these airlines continued to charge fares that were substantially below their costs in order to drive AccessAir out of these markets and ultimately out of business.

3. *Date Raised:* August 1998

Complaining Party: AirTran Airlines

Complained Against: Delta Air Lines

Description: AirTran said that Delta has been surreptitiously cutting fares on AirTran's routes to walkup passengers within a few days of departure by substantially opening lower fare, advance-purchase fare tickets to these unrestricted passengers, thereby charging substantially lower fares without restriction. AirTran said that Delta has attempted to hide this practice, which has targeted AirTran.

4. *Date Raised:* February 1998

Complaining Party: Kiwi Airlines

Complained Against: Continental Airlines

Description: In February 1998, Kiwi announced that it would be inaugurating Niagara–Newark service with fares between \$99 and \$129.





Continental immediately lowered its lowest unrestricted fare in the Buffalo-Newark market to \$79, which was matched by USAirways. Kiwi says that Continental took this step solely to defend its "fortress hub" at Newark, where Continental controls 65 percent of the gates, rather than due to economics of the market. Kiwi alleged that the Greater Buffalo area, including both Buffalo and Niagara was the relevant market for analyzing competitive practices. Kiwi noted that "when Kiwi temporarily ceased operations in the fall of 1996, fares from Newark on routes that Kiwi competed with Continental surged 172 percent."

5. *Date Raised:* March 1997

Complaining Party: ValuJet Airlines

Complained Against: Northwest Airlines

Description: ValuJet alleged that Northwest responded to ValuJet's entry into the Atlanta-Memphis market in late 1993 with an immediate, drastic cut in fares. According to ValuJet, the airline began service in the fourth quarter of 1993 and by the first quarter of 1994, Northwest had reduced fares to the point that its yield from the Atlanta-Memphis route was less than half of what it had been six months earlier. ValuJet also claimed Northwest increased capacity on the Atlanta-Memphis by more than 50 percent beginning in late 1994.

6. *Date Raised:* February 1997

Complaining Party: ValuJet Airlines

Complained Against: Delta Air Lines

Description: ValuJet alleged that Delta began targeting ValuJet by adding substantial capacity in markets ValuJet reentered subsequent to its fatal crash in June 1996. There were 14 Atlanta markets which ValuJet reentered after the crash, and Delta increased capacity, despite the fact that ValuJet reentered with much less capacity than before the crash. ValuJet asserted that Delta's pricing in non-ValuJet markets was significantly different from that in ValuJet markets. In markets where ValuJet had not resumed service, Delta significantly raised leisure fares. ValuJet's most telling example of Delta's conduct was the Atlanta-Mobile market. On January 6, 1997, ValuJet announced discontinuance of service. On January 7, 1997, Delta raised its fares substantially. The city of Mobile prevailed upon ValuJet to return to Mobile by offering a joint marketing





arrangement, and Delta's leisure market fares reverted to match the ValuJet leisure fare level.

7. *Date Raised:* January 1997

Complaining Party: Frontier Airlines

Complained Against: United Airlines

Description: Frontier complained that United added capacity and matched Frontier's fares in several larger Denver markets served by Frontier, including Denver-Los Angeles. Frontier also asserted that United was frustrating Frontier's marketing efforts with corporate travelers by offering corporate customers in Denver discount fares that required the customers to use United in markets where it competed with Frontier in order to obtain discounts in markets where Frontier did not compete.

8. *Date Raised:* November 1996

Complaining Party: Spirit Airlines

Complained Against: Northwest Airlines

Description: Spirit began operating one nonstop Detroit-Philadelphia roundtrip flight in December 1995 and added a second flight in June 1996. Initially, Northwest did not increase capacity or sell large numbers of seats at low prices in response to Spirit's entry until after Spirit added the second daily flight. Northwest thereafter added service, slashed its fares, and, by eliminating most of the restrictions applicable to its lowest discount fares, sold almost all of its seats at low fares and few seats at higher fares, thereby sharply reducing its revenues in the market. When Spirit began flying between Detroit and Boston, Northwest reacted in a similar fashion to Spirit's introduction of Detroit-Philadelphia service. Spirit complained that Northwest's increased availability of discount fares and increased capacity represented a deliberate sacrifice of short-term profits with the intent of forcing Spirit out of the markets.

9. *Date Raised:* October 1996

Complaining Party: Vanguard Airlines

Complained Against: American Airlines

Description: Vanguard complained that American's responses to Vanguard's introduction of nonstop Kansas City-Dallas/Fort Worth (DFW)





flights and entry into the DFW-Phoenix and Cincinnati markets were designed to force Vanguard to withdraw from those markets and did not constitute a legitimate competitive response to Vanguard's entry. First, American substituted jet service for its commuter airline service in the DFW-Wichita market, which had been a major Vanguard market. American also added flights in the DFW-Kansas City market, even though it already heavily outscheduled Vanguard, and matched or undercut Vanguard's fares in that market. American began operating non-stop flights in the DFW-Cincinnati market, a market from which American had withdrawn two years earlier. American matched Vanguard's fares in that market and the DFW-Phoenix market. Vanguard complained that American's response to Vanguard's entry into the DFW-Phoenix market was designed to force Vanguard to withdraw from this market, and thus did not constitute a legitimate competitive response to Vanguard's entry. American matched Vanguard's fares in the DFW-Phoenix market. Vanguard also complained that American's responses to Vanguard's entry into the DFW-Cincinnati market were designed to force Vanguard to withdraw from these markets and did not constitute a legitimate competitive response to Vanguard's entry. American began operating nonstop flights in the DFW-Cincinnati market, a market from which American had withdrawn two years earlier. American matched Vanguard's fares in that market. Vanguard also complained that American substituted jet service for its commuter airline service in the DFW-Wichita market, which had been a major Vanguard market after Vanguard's institution of nonstop Kansas City-DFW flights and entry into the DFW-Phoenix and Cincinnati markets. These actions were designed to force Vanguard to withdraw from those markets and did not constitute a legitimate competitive response to Vanguard's entry.

10. *Date Raised:* March 1996

Complaining Party: Air South

Complained Against: Continental Airlines

Description: In early March 1996, Air South complained to the Department that Continental had attempted to "overlay" Air South's proposed new service offerings in three markets: Charleston-Newark, Columbia-Newark, and Myrtle Beach-Newark. Air South also alleged that Continental had made its discount fare offerings more generally available





than Air South's fares, thereby effectively undercutting Air South's fares. Air South asserted that, since Continental did not have a strong economic reason for this action, other than to drive a competitor from its market region, Continental's actions were in violation of the antitrust laws.

11. *Date Raised:* August 1995

Complaining Party: Vanguard Airlines

Complained Against: Northwest Airlines

Description: Vanguard complained that Northwest had responded to Vanguard's entry into the Chicago Midway–Minneapolis/St. Paul market with fare cuts and capacity increases designed to force Vanguard to exit the markets in August 1995. This action was similar to that taken by Northwest in May 1995 when Vanguard entered the Kansas City–Minneapolis/St. Paul market.

12. *Date Raised:* June 1995

Complaining Party: Vanguard Airlines

Complained Against: Northwest Airlines

Description: Vanguard complained that Northwest had responded to Vanguard's entry into the Kansas City–Minneapolis/St. Paul market with fare cuts and capacity increases designed to force Vanguard to exit the market. In May 1995 Vanguard entered the Kansas City–Minneapolis/St. Paul market, where Northwest's market share had exceeded 90 percent. Northwest immediately increased capacity and matched Vanguard's low fares on almost all of its six daily roundtrip flights, even though Vanguard operated only one nonstop and two one-stop roundtrip flights in the market. In addition, Northwest added a roundtrip flight to its daily Kansas City–Minneapolis/St. Paul service.

13. *Date Raised:* March 1995

Complaining Party: ValuJet Airlines

Complained Against: USAirways

Description: ValuJet alleged that USAir engaged in predatory behavior in several specific markets: Washington Dulles–Florida, Washington Dulles–Hartford, and Washington Dulles–Boston. According to ValuJet, after it began operating flights from Dulles to Boston, Hartford, and several Florida points, USAir cut its fares in the Dulles–Florida markets to





levels that could not have been economic for US Airways, and it began operating flights from Dulles to Boston and Hartford that undercut ValuJet's fares. ValuJet claimed that USAir within the last 10 years had not inaugurated service from Dulles to any city that was not a USAir hub. ValuJet alleged that USAir entered the Dulles routes and undercut its fares in order to regain its dominance of the routes between the Baltimore-Washington area and Boston, Hartford, and Florida.

14. *Date Raised:* December 1993

Complaining Party: ValuJet Airlines

Complained Against: Delta Air Lines

Description: ValuJet alleged that Delta had instituted a campaign to prevent the new entrant from "getting off the ground." According to ValuJet, after it began operating at Atlanta, Delta sharply reduced its fares in the markets served by ValuJet and expanded its capacity in a number of those markets, including Atlanta-Jacksonville and Atlanta-Memphis.

15. *Date Raised:* August 1993

Complaining Party: MarkAir

Complained Against: Alaska Airlines

Description: MarkAir complained that Alaska was charging below-cost fares in several markets to force MarkAir to exit those markets and weaken MarkAir's ability to compete against Alaska in other markets.

16. *Date Raised:* March 1993

Complaining Party: Reno Air

Complained Against: Northwest Airlines

Description: Reno Air inaugurated service in the summer of 1992 between Reno, Nevada, and West Coast cities. In early 1993, the carrier announced plans to initiate service in the Reno-Minneapolis/St. Paul market. Northwest, which then operated no Reno-Minneapolis/St. Paul flights, soon announced that it would begin operating nonstop flights between Reno and Minneapolis/St. Paul and would enter three of Reno Air's nonstop markets: Reno-Seattle, Reno-Los Angeles, and Reno-San Diego. Northwest matched Reno Air's fares in all markets including Reno Air's Minneapolis/St. Paul-West Coast connecting services. Reno Air complained to both DOT and DOJ.





GATE ACCESS AND AIRPORT IMPEDIMENTS

17. *Date Raised:* April 1999

Complaining Party: AirTran Airlines

Complained Against: Newark International Airport and several airlines

Description: AirTran wanted to start service from Atlanta to Newark International Airport but was unable to obtain any gate facilities for its flights, even though several gates were underused. Although airport officials tried to help AirTran obtain gates, the airlines that had gates available refused to allow AirTran to use them, and the airport thus far had failed to require any airline to provide gates to AirTran.

18. *Date Raised:* November 1998

Complaining Party: Legend Airlines

Complained Against: Dallas-Fort Worth International Airport Board and the City of Fort Worth

Description: Legend, a start-up airline, planned to operate long-haul service from Love Field as permitted by Congressional legislation enacted in 1997. Legend intended to use large aircraft reconfigured to satisfy the maximum passenger capacity restrictions established by that legislation. In its complaint (FAA 16-98-20), Legend alleged that the DFW Board and Fort Worth were attempting to bar Legend from operating at Love Field by filing a state court suit against Dallas, Love Field's owner, that sought to bar Dallas from allowing Legend to operate its proposed flights (the DFW Board and Fort Worth claimed that a 1968 contract between Dallas and Fort Worth required Dallas under state law to limit Love Field service). Legend additionally complained that the DFW Board and Fort Worth were discriminating against Legend by not objecting to services operated by other airlines at Love Field and Alliance Airport, a Fort Worth cargo airport, that also violated the 1968 contract between the cities. FAA dismissed the complaint because it was not within FAA's jurisdiction, since the commitments of Fort Worth and the DFW Board to the FAA covered only their own airports and did not cover Love Field, an airport owned by Dallas. The Department, however, issued orders interpreting federal law which held that Legend's proposed services could not be restricted by Dallas, notwithstanding Fort Worth's contract claims (Orders 98-12-27 and 99-4-13).





19. *Date Raised:* October 1998

Complaining Party: Colgan Airways

Complained Against: TWA

Description: Colgan stated that it was being treated unfairly by TWA at LaGuardia Airport. Colgan had been leasing 12 LaGuardia slots from TWA for an extended period. According to Colgan, TWA recalled six of the leased slots with virtually no notice, so that they could be leased out to another airline. Colgan was not given the opportunity to bid on them or to match the other carrier's offer.

20. *Date Raised:* March 1998

Complaining Party: AirTran Airlines

Complained Against: Greater Rochester International Airport

Description: AirTran said that it operated only one flight per day at Rochester and that nonsignatory airlines were unfairly subjected to increased rental rates, increased landing fees and a \$4 facility charge for each passenger travelling in and out of the facility. AirTran contended that this nonsignatory charge was not imposed at other facilities.

21. *Date Raised:* March 1998

Complaining Party: AirTran Airlines

Complained Against: New Orleans International Airport

Description: AirTran contended that the major carriers at New Orleans attempted to amend the facilities lease agreement to the detriment of AirTran, the only new entrant serving New Orleans. According to AirTran the new agreement would have required AirTran and any other new entrant airline to lease all available square footage within the bag make-up area rather than an area proportional to the actual operational needs. AirTran was the only carrier objecting to the change. AirTran said that the revised lease agreement would have increased its costs by \$75,000.

22. *Date Raised:* October 1997

Complaining Party: Kiwi Airlines

Complained Against: Delta Air Lines and Hartsfield-Atlanta International

Description: In August 1997, Kiwi was notified by Hartsfield-Atlanta that it would be required to move its gates from D-South concourse





to D-North in order to provide additional space for Delta. Although Kiwi proposed an alternate, lower cost relocation to Hartsfield–Atlanta, it was rejected by the airport. Previously, Kiwi had been required by the airport to move its facilities from Concourse C to Concourse D-South, in order to provide additional space for ASA, Delta’s regional affiliate. In addition, Kiwi had earlier surrendered a significant portion of its office space on Concourse D to Delta. The airport then informed Kiwi that it had to relinquish the remainder of its office space to provide an additional break room for Delta’s employees. In requiring Kiwi to move, the airport failed to give the carrier adequate lead time to plan the operation, unlike the airport’s treatment of other air carriers. Although Delta supposedly needed additional space, with the concurrence of the airport, Delta supposedly held two gates from which it operated no service and another gate from which it operated less service than required.

23. *Date Raised:* October 1997

Complaining Party: Kiwi Airlines

Complained Against: Continental Airlines and Newark International Airport

Description: Until October 1997, Kiwi had subleased space from TWA at Terminal A. In October 1997 Continental purchased the TWA gates (as well as three gates at Terminal A from another carrier). Continental, which already held the majority of gates at Newark, had no operations at Terminal A and purchased the gates for future expansion. After Continental acquired the TWA gates, Continental substantially raised Kiwi’s charges for gate use and ground handling services required by Continental’s sublease. Kiwi alleged that Continental’s acquisition of TWA’s gates was an attempt to monopolize Newark with the consent of the Port Authority of New York and New Jersey. Kiwi also contended that the “tie-in” arrangement requiring Kiwi to purchase ground handling services from Continental was a violation of Section 1 of the Sherman Act.

24. *Date Raised:* May 1997

Complaining Party: Reno Air

Complained Against: Northwest Airlines and Detroit Wayne County Airport

Description: Reno Air contended that Northwest and Detroit Wayne County Airport (DTW) colluded to deny Reno Air access to the





DTW domestic terminal even though gate space was available. Reno Air further alleged that DTW, in concert with Northwest, offered gate positions at the more expensive international terminal. When Northwest later needed international gates, it offered Reno Air domestic terminal gate positions in exchange for Reno Air relinquishing its international gates. Reno Air also said that DTW charged Reno Air 150 percent of normal landing fees because Reno Air was not a signatory carrier, although Reno Air had attempted to become a signatory carrier. Reno Air also alleged that Northwest entered the Detroit-Reno market only after Reno Air had indicated that it would serve the market. After Reno Air initiated service, Northwest substantially undercut Reno Air's fares, offered bonus WorldPerks miles for the market and then increased service to become the dominant carrier in the market. Then when Reno Air reduced service in the market, Northwest also reduced service.

25. *Date Raised:* December 1995

Complaining Party: ValuJet Airlines

Complained Against: Delta Airlines

Description: ValuJet complained that Delta preempted ValuJet's efforts to obtain the LaGuardia slots needed for ValuJet to begin operating Atlanta-LaGuardia flights in order to maintain Delta's monopoly in that market. When ValuJet was ready to buy slots from TWA, which wanted to sell slots, Delta outbid ValuJet for the slots. Delta assertedly did not need the slots for its own operations and bought them only to keep ValuJet from obtaining them.

26. *Date Raised:* January 1995

Complaining Party: Spirit Airlines

Complained Against: Northwest Airlines

Description: Spirit stated that Northwest had exclusive use of 51 of the 80 gates at Detroit Metropolitan Airport and partial use of additional gates. Spirit, in contrast, could not obtain adequate gate facilities and so could offer only a limited number of flights in competition with Northwest. Spirit complained that when it attempted to purchase two gates from USAir, Northwest frustrated Spirit's offer for the gates by outbidding it.





OTHER AND COMBINED COMPLAINTS

27. *Date Raised:* November 1998

Complaining Party: Pro Air

Complained Against: Northwest Airlines

Description: Pro Air contended that (1) Northwest had aggressively matched Pro Air's fares in all of the city-pair markets that Pro Air served, including Baltimore-Washington, Newark, Indianapolis, and Philadelphia from Detroit; (2) Northwest increased low-fare capacity in the Pro Air markets and, in some cases, added flight segments; (3) Northwest matched Pro Air's lower changed-reservation fees only in markets Pro Air served; in Pro Air markets, Northwest charged \$25, whereas in other markets, Northwest charged \$75; (4) Northwest refused to work with Pro Air in developing interline agreements even when such agreements would benefit Northwest passengers, such as during a then-recent Northwest strike; and (5) Northwest might be paying significant commission overrides to travel agents who booked with Northwest on routes in which Pro Air competed.

28. *Date Raised:* March 1995

Complaining Party: Nations Air

Complained Against: USAirways

Description: Nations Air complained that USAir engaged in predatory conduct and "dirty-tricks" to cause Nations Air to exit the Pittsburgh-Philadelphia-Boston markets where USAir had had a monopoly. After Nations Air began operations, USAir allegedly undercut Nations Air's fares. The incumbent airline also used its travel agency override commission programs and related programs to discourage travel agencies from booking customers on Nations Air. In addition, according to Nations Air, USAir discouraged some other firms from doing business with Nations Air, and its pilots at Philadelphia maneuvered their aircraft to block Nations Air flights, delaying the flights and inconveniencing Nations Air's passengers.

29. *Date Raised:* February 1995

Complaining Party: Frontier Airlines

Complained Against: United Airlines

Description: Frontier complained that United used various unfair tactics to undermine Frontier's ability to compete with United in several





Denver markets, particularly on Frontier's Denver–North Dakota routes and including Denver to Billings, Bismarck, Bozeman, Fargo, Minot, and Missoula. Frontier alleged that United unreasonably refused to sign a full ticketing and baggage agreement with Frontier and refused to codeshare with Frontier. Frontier additionally charged that United caused Apollo, the computer reservations system (CRS) controlled by United, to use display criteria that gave Frontier's competitive services a poor display position so that travel agents would be less likely to book Frontier's flights.

30. *Date Raised:* September 1993

Complaining Party: Nations Air

Complained Against: Allegheny County

Description: Nations Air, then an applicant for certificated authority, planned to operate from Allegheny County Airport rather than Pittsburgh International Airport. It complained that the County had violated the antitrust laws by closing the airport and forcing Nations Air to use Pittsburgh International Airport.

31. *Date Raised:* May 1993

Complaining Party: UltrAir

Complained Against: Continental Airlines

Description: UltrAir, a start-up airline that flew from Houston to Los Angeles and New York, complained that Continental, which used Houston as a hub, was trying to force UltrAir out of business. Continental allegedly intimidated travel agencies so they would not book UltrAir, undercut UltrAir's fares, refused to interline, and caused SystemOne, the CRS offered by Continental to travel agencies, to display inaccurate and incomplete information on UltrAir's schedules and fares.

32. *Date Raised:* April 1993

Complaining Party: Kiwi Airlines

Complained Against: Continental Airlines

Description: Kiwi, a start-up airline based at Newark, a Continental hub, complained that Continental took steps to undermine Kiwi's ability to operate successfully. Continental matched or undercut Kiwi's fares, added flights, and probably caused SystemOne, the CRS offered by





Continental to travel agencies, to display inaccurate and incomplete information on Kiwi's services.

COMPLAINTS NOT CONSIDERED BY THE COMMITTEE

I. *Date Raised:* January 1999

Complaining Party: USAirways

Complained Against: United

Description: USAirways' Chairman Stephen Wolf wrote Secretary Slater complaining about United's announced intention to increase service at its Washington Dulles hub by 60 percent following USAirways' announcement to increase its own operations at Dulles. Wolf described United's action as a "visible sign of dominant carrier predatory action . . .," and included comments by a Wall Street analyst that concluded that United's expansion "is about beating US Airways out of Dulles, not about maximizing profits" and that "because United intends to put too much capacity too quickly into these markets, its new flying is unlikely to be profitable." Wolf wrote, "As you know, predatory actions often sacrifice short-term profits to protect dominance." He also maintained that "The unrelenting attempts of the major trunk carriers to undermine the operations and expansion of smaller carriers, both domestically and internationally, is a clear and present danger to free market competition."

II. *Date Raised:* 1998

Complaining Party: A low-fare carrier (requested confidentiality)

Complained Against: American Airlines

Description: The low-fare carrier charged that American engaged in anticompetitive conduct to discourage the low-fare carrier from beginning service that would compete with American's service in one of American's hub markets. After American learned that the low-fare carrier intended to enter the market, American signaled the low-fare carrier that it was also planning to begin flying on the route and announced that it would match all of the low-fare airline's fares.

III. *Date Raised:* October 1998

Complaining Party: United Airlines

Complained Against: Minneapolis-St. Paul International Airport





Description. UAL complained that MSP turned down its request to lease airport Gate 43 to (1) accommodate UAL's existing operations and future expansions of its schedule, and (2) improve the gate location of Great Lakes Aviation Ltd., which, doing business as United Express, was subsidized by DOT for essential air service between Minneapolis-St. Paul and six Midwestern communities.

IV. *Date Raised:* March 20, 1996 (Docket: OST-96-1172)

Complaining Party. Alaska Central Express, Inc., Bidzy Ta HotAana, Inc., d/b/a Tanana Air Service, and Yute Air Alaska, Inc.

Complained Against. Warbelow's Air Ventures, Inc., and Hageland Aviation, Inc.

Description. Complainants charged respondents with engaging in joint operations in certain Alaskan markets for the purpose of gaining an unfair advantage in mail tender from the U.S. Postal Service.

Disposition. By Order 96-8-8, the Department dismissed the complaint on the grounds that complainants had failed to provide any evidence that respondents had engaged in activities constituting unfair or deceptive trade practices or unfair methods of competition within the scope of 49 U.S.C. §41712.

V. *Date Raised:* October 1997

Complaining Party. Great Lakes Aviation

Complained Against: Northwest Airlines and the Minneapolis Airport Commission (MAC)

Description. Great Lakes has asserted that it (and other carriers) have been and continue to be routinely denied access to attractive gate and terminal accommodations at Minneapolis Airport. Great Lakes had tried for years to gain access to a gate near United Airlines, its major code-share partner, to allow for the type of easy connections that are part and parcel of codesharing relationships. During a recent round of negotiations with MAC for an improved gate location, according to Great Lakes, MAC said it would first have to check with Northwest before agreeing to anything.





Appendix D

Airport Identification Codes

U.S. commercial service airports are identified by a three-letter code assigned by the International Air Transport Association. Codes for airports mentioned in this report are listed below.

ABQ	Albuquerque International Airport, Albuquerque, New Mexico
ACY	Atlantic City International Airport, Atlantic City, New Jersey
AMA	Amarillo International Airport, Amarillo, Texas
ATL	William B. Hartsfield Atlanta International Airport, Atlanta, Georgia
AUS	Austin Robert Mueller Municipal Airport, Austin, Texas
BDL	Hartford/Springfield Bradley International Airport, Windsor Locks, Connecticut
BHM	Birmingham Airport, Birmingham, Alabama
BIL	Billings Logan International Airport, Billings, Montana
BNA	Nashville Metropolitan Airport, Nashville, Tennessee
BOI	Boise Air Terminal (Gowen Field), Boise, Idaho
BOS	General Edward Lawrence Logan International Airport, East Boston, Massachusetts





BUF	Buffalo International Airport, Buffalo, New York
BUR	Burbank-Glendale-Pasadena Airport, Burbank, California
BWI	Baltimore-Washington International Airport, BWI Airport, Maryland
CAE	Columbia Metropolitan Airport, West Columbia, South Carolina
CHS	Charleston International Airport, Charleston, South Carolina
CLE	Cleveland Hopkins International Airport, Cleveland, Ohio
CLT	Charlotte/Douglas International Airport, Charlotte, North Carolina
CMH	Columbus International Airport, Columbus, Ohio
COS	Colorado Springs Municipal Airport, Colorado Springs, Colorado
CRP	Corpus Christi International Airport, Corpus Christi, Texas
CVG	Cincinnati International Airport, Covington, Kentucky
DAL	Dallas Love Field, Dallas, Texas
DAY	Dayton (James M. Cox) International Airport, Dayton, Ohio
DCA	Ronald Reagan Washington National Airport, Arlington, Virginia
DEN	Denver Stapleton International Airport, Denver, Colorado
DFW	Dallas/Fort Worth International Airport, Dallas-Ft. Worth, Texas
DSM	Des Moines International Airport, Des Moines, Iowa
DTW	Detroit Metropolitan (Wayne County) Airport, Detroit, Michigan
ELP	El Paso International Airport, El Paso, Texas
EWR	Newark International Airport, Newark, New Jersey
FLL	Ft. Lauderdale-Hollywood International Airport, Ft. Lauderdale, Florida
GEG	Spokane International Airport, Spokane, Washington
GRR	Grand Rapids (Kent County) International Airport, Grand Rapids, Michigan
GSO	Piedmont Triad International Airport, Greensboro, North Carolina
GSP	Greenville-Spartanburg Airport, Greer, South Carolina
HNL	Honolulu International Airport, Honolulu, Hawaii





HOU	Houston William P. Hobby Airport, Houston, Texas
IAD	Washington Dulles International Airport, Prince William, Virginia
IAH	Houston Intercontinental Airport, Houston, Texas
ICT	Wichita Mid-Continental Airport, Wichita, Kansas
IND	Indianapolis International Airport, Indianapolis, Indiana
ISP	Ronkonkoma (Long Island) MacArthur Airport, Islip, New York
JAX	Jacksonville International Airport, Jacksonville, Florida
JFK	John F. Kennedy International Airport, Jamaica, New York
LAS	Las Vegas McCarran International Airport, Las Vegas, Nevada
LAX	Los Angeles International Airport, Los Angeles, California
LBB	Lubbock International Airport, Lubbock, Texas
LGA	New York LaGuardia Airport, Flushing, New York
LGB	Long Beach Airport (Daugherty Field), Long Beach, California
LIT	Little Rock Regional Airport, Little Rock, Arkansas
MAF	Midland International Airport, Midland, Texas
MCI	Kansas City International Airport, Kansas City, Missouri
MCO	Orlando International Airport, Orlando, Florida
MDW	Chicago Midway Airport, Chicago, Illinois
MEM	Memphis International Airport, Memphis, Tennessee
MHT	Manchester Airport, Manchester, New Hampshire
MIA	Miami International Airport, Miami, Florida
MKE	Milwaukee General Mitchell International Airport, Milwaukee, Wisconsin
MSN	Madison (Dane County) Regional Airport (Truax Field), Madison, Wisconsin
MSP	Minneapolis-St. Paul International Airport (Wold-Chamberlain Field), St. Paul, Minnesota
MSY	New Orleans International Airport, New Orleans, Louisiana
OAK	Oakland International Airport, Oakland, California
OKC	Oklahoma City Will Rogers World Airport, Oklahoma City, Oklahoma
OMA	Omaha Eppley Airfield, Omaha, Nebraska
ONT	Ontario International Airport, Ontario, California





ORD	Chicago-O'Hare International Airport, Chicago, Illinois
ORF	Norfolk International Airport, Norfolk, Virginia
PBI	Palm Beach International Airport, West Palm Beach, Florida
PDX	Portland International Airport, Portland, Oregon
PHL	Philadelphia International Airport, Philadelphia, Pennsylvania
PHX	Phoenix Sky Harbor International Airport, Phoenix, Arizona
PIE	St. Petersburg International Airport, St. Petersburg, Florida
PIT	Pittsburgh International Airport, Pittsburgh, Pennsylvania
PVD	Providence Theodore Francis Green State Airport, Warwick, Rhode Island
PWM	Portland International Jetport, Portland, Maine
RDU	Raleigh-Durham Airport, Morrisville, North Carolina
RIC	Richmond International Airport (Byrd Field), Richmond, Virginia
RNO	Reno Cannon International Airport, Reno, Nevada
ROC	Rochester International Airport, Rochester, New York
SAN	San Diego International Airport (Lindbergh Field), San Diego, California
SAT	San Antonio International Airport, San Antonio, Texas
SDF	Louisville Standiford Field, Louisville, Kentucky
SEA	Seattle-Tacoma International Airport, Seattle, Washington
SFO	San Francisco International Airport, San Francisco, California
SJC	San Jose International Airport, San Jose, California
SLC	Salt Lake City International Airport, Salt Lake City, Utah
SMF	Sacramento Metropolitan Airport, Sacramento, California
SNA	Santa Ana (Orange County) John Wayne Airport, Santa Ana, California
SRQ	Sarasota-Bradenton Airport, Sarasota, Florida
STL	St. Louis-Lambert International Airport, St. Louis, Missouri
SYR	Syracuse Hancock International Airport, Syracuse, New York
TPA	Tampa International Airport, Tampa, Florida
TUL	Tulsa International Airport, Tulsa, Oklahoma
TUS	Tucson International Airport, Tucson, Arizona
TYS	Knoxville McGhee Tyson Airport, Alcoa, Tennessee

