

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF CHARMAINE R. LINQUIST
AND RAY FRANKLIN LINQUIST

Upon the Petition of
CHARMAINE R. LINQUIST,

Petitioner-Appellee,

And Concerning
RAY FRANKLIN LINQUIST,

Respondent-Appellant.

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193

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7-513
87-485

Appeal from the Iowa District Court for Page County (No. DM 1544) -
James M. Richardson, Judge.

Respondent appeals from the economic provisions of his dissolution decree.
AFFIRMED.

Deborah L. Petersen, of Perkins, Sacks, Hannan & Reilly, Council Bluffs,
for appellant.

Jennifer J. Rose, Shenandoah, for appellee.

Considered by Oxberger, C.J., and Donielson, and Sackett, JJ.

SACKETT, J.

Appellant Ray Franklin Linquist (Frank) challenges the (1) child support, (2) *alimony*, (3) *property settlement*, and (4) attorney fees awards made in his dissolution decree. We affirm the trial court.

The parties were married in 1960. At the time of trial Charmaine was forty-nine and Frank fifty-three. The parties had four children. Three are emancipated. The fourth, born in 1975, is in Charmaine's physical care.

Charmaine was employed at the time of marriage. She left the job market when she became pregnant with the parties' first child. Since that time she assumed primary care of the children and home. She has held no full-time employment. She receives public assistance and is not gainfully employed. Frank has had numerous jobs during the marriage. Since 1981 he has been employed as a machine operator by Eaton Corporation. The parties filed a Chapter 7 Bankruptcy in 1985 and have few assets or liabilities.

Frank's 1986 W2 tax form shows wages from Eaton of \$23,028.03. Additionally, he has what his employer describes as a full-range benefit package including comprehensive medical and dental benefits for himself and his family, life and disability insurance, and a company-matched share purchase and investment plan. Eaton has a pension plan. Frank is not currently vested in the plan.

The trial court ordered Frank to pay child support of \$400 per month and \$200 per month of *alimony* until the death of either party, Charmaine's remarriage, or March 15, 2000. Frank also was required to maintain health insurance on the child remaining home, pay 85% of noncovered medical expenses and maintain a \$25,000 life insurance policy naming the minor child as a beneficiary. He claims this is excessive and argues Charmaine should make a monetary contribution to the child's and her own care.

Both parties have an obligation to support their children, not necessarily equally but in accordance with their ability to pay. See In re Marriage of Fleener, 247 N.W.2d 219, 221 (Iowa 1976); In re Marriage of Bornstein, 359 N.W.2d 500, 504 (Iowa App. 1984).

Charmaine has sought to enter the job market. Frank contends she has not tried hard enough. Apparently Frank feels his child should receive less support from him because Charmaine will not enter the job market. This is not an affluent family. Obviously they have suffered financial hardships during the course of the marriage. We understand Frank's frustration in working hard as a machine operator and at the end of the month having little extra money.

We understand also the difficulty Charmaine has in attempting to enter the job market at age forty-nine with essentially no job experience. Over twenty years ago when Charmaine became pregnant with the parties' first child, the parties structured their life so Charmaine would be the homemaker and Frank would be the wage-earner. We recognize both parties worked hard at their respective jobs. In assuming the homemaker's role Charmaine made no FICA tax contributions to qualify for social security and disability coverage in her own right, acquired no job skills nor pension or seniority rights. Charmaine leaves the marriage at an economic disadvantage and is disadvantaged in seeking entry in the job market. We consider these factors in assessing the economic award. See In re Marriage of Beech, 214 N.W.2d 170, 174 (Iowa 1974).

We examine the child support award in accordance with the dictates of Iowa Code section 598.21(4). In re Marriage of Hoak, 364 N.W.2d 185, 189 (Iowa 1985). We consider the alimony award in accordance with the dictates of section 598.21(3) and applicable case law. We find the trial court's award of child support and alimony equitable.

The trial court ordered Frank to pay \$2,500 as a property settlement. We have examined the property division in accordance with section 598.21(1). See Hoak, 364 N.W.2d at 194. We consider it equitable and affirm it on appeal.

The trial court ordered Frank to pay \$750 toward Charmaine's legal fees. We affirm that award.

Charmaine has requested attorney fees on appeal. We order Frank to pay \$500 toward her fees.

AFFIRMED.