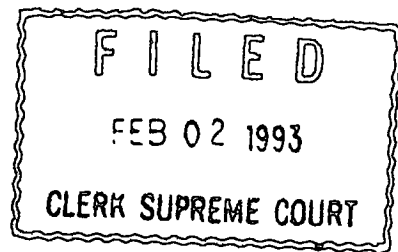


IN THE COURT OF APPEALS OF IOWA

No. 2-359 / 91-1949



IN RE THE MARRIAGE OF SUSAN MARIE LEUENBERGER AND
LARRY RAY LEUENBERGER

Upon the Petition of

SUSAN MARIE LEUENBERGER,

Appellee,

And Concerning

LARRY RAY LEUENBERGER,

Appellant.

Appeal from the Iowa District Court for Sac County,
Ronald A. Schechtman, Judge.

The husband appeals from a district court modification
order increasing his child support obligation. **AFFIRMED.**

Thomas J. Anderson of McMartin & Anderson, Harlan, for
appellant.

Dee Ann Wunschel of Wunschel Law Firm, P.C., Carroll,
for appellee.

Considered by Donielson, P.J., and Hayden and Sackett,
JJ.

DONIELSON, P.J.

Susan and Larry Leuenberger were divorced on July 5, 1983. The dissolution decree incorporated the parties' stipulation. Pursuant to the stipulation, Susan had custody of the parties' four minor children. Larry was ordered to pay child support of \$75 per month per child.

The evidence shows that both parties later remarried and that Susan is now known as Susan Mason. Since the dissolution Larry has resided in Nebraska. Larry worked for many years as a plant operator of different plants in the area. Recently, he obtained a job in construction, which involves overtime pay. Larry earned \$37,887 in 1990, and expected to earn about \$36,000 in 1991. Susan is employed at IBP, Inc. in Dakota City, Nebraska, where she earned \$20,769 in 1990.

Susan filed a petition for modification on January 25, 1991, seeking to increase Larry's child support obligation for the two younger children, John, who was then thirteen years old, and Amy, who was then ten. The two older children had since become adults. At about this time John decided to live in Nebraska with his father.

The parties entered into a stipulation concerning the custody of the minor children. The parties agreed to joint custody of the minor children. Larry assumed physical care of John, and Susan kept physical care of Amy. The parties agreed to submit the issue of child support to the district court based on their financial records.

On November 26, 1991, the district court modified the decree, incorporating the parties' stipulation concerning custody of the minor children. The court considered Larry's overtime pay in applying the child support guidelines. Larry was ordered to pay \$572 per month for Amy and Susan was ordered to pay \$296 per month for John. The court noted that these amounts could be set off, so that Larry could pay the single amount of \$276 per month. Larry appealed.

Our scope of review in this case is de novo. Iowa R. App. P. 4. While not bound by the trial court's determination of factual findings, we will give them considerable weight, especially when considering the credibility of witnesses. In re Marriage of Craig, 462 N.W.2d 692, 693 (Iowa App. 1990).

Larry contends the district court should not have considered his overtime pay in applying the child support guidelines. Larry states that although he receives overtime, he has additional expenses with his job associated with traveling to various job sites.

In the recent case, In re Marriage of Brown, 487 N.W.2d 331, 333 (Iowa 1992), the supreme court held that overtime wages are within the definition of gross income to be used in calculating net monthly income for child support purposes. Where overtime pay appears to be an anomaly or is uncertain or speculative, a deviation from the child support guidelines may be appropriate. Id. However, the

district court must make a specific finding to that effect. Id.

Larry has not shown sufficient reason to depart from the child support guidelines. His answers to interrogatories show that he has been employed at his current income level for several years and that he has always worked overtime hours. He has not submitted sufficient financial information to show his overtime pay is an anomaly, uncertain, or speculative. We affirm the district court's modification order.

Susan has asked for attorney fees for this appeal. An award of attorney fees is not a matter of right, but rests within the court's discretion and the parties' financial conditions. In re Marriage of Hunt, 476 N.W.2d 99, 103 (Iowa App. 1991). We order Larry to pay \$500 towards Susan's attorney fees for this appeal. Costs of the appeal are assessed to Larry.

AFFIRMED.