

FILED

JUN 15 1989

CLERK SUPREME COURT

IN THE COURT OF APPEALS OF IOWA

IN RE THE MARRIAGE OF CAROLE R. DERIFIELD
AND MERLE E. DERIFIELD

Upon the Petition of	)	
CAROLE R. DERIFIELD,	)	46
Petitioner-Appellee,	)	
And Concerning	)	
MERLE E. DERIFIELD,	)	9-176
Respondent-Appellant.	)	88-1223

Appeal from the Iowa District Court for Black Hawk
County (35279), Peter Van Metre, Judge.

Respondent husband appeals from the decree dissolving
the parties' marriage. **AFFIRMED.**

Leslie Knock, of Mershon, Snow & Knock, Cedar Falls,
for appellant.

Rick R. Lubben, LaPorte City, for appellee.

Considered by Oxberger, C.J., and Schlegel and Habhab,
JJ.

OXBERGER, C.J.

47

Respondent husband appeals from the decree dissolving the parties' marriage. He asserts the district court should not have required him to provide petitioner wife with health insurance through his employer for three years in addition to paying her rehabilitative alimony. Our review is de novo. We affirm.

Petitioner, Carole R. Derifield, and respondent, Merle E. Derifield, were married in 1959. They have three children, all of whom are now grown. Carole worked at various jobs during the marriage, but her primary responsibility has been taking care of the children and maintaining the household. Merle has been a welder at John Deere Tractor Works for thirty years.

In its dissolution decree, the district court awarded Carole alimony of \$125 per week for two years and then \$100 per week for three years. The district court directed Merle to maintain health insurance for Carole through Deere for three years. The district court divided the parties' property, which was minimal. Respondent was awarded the marital residence and a 1983 vehicle. It gave Carole a 45 percent interest in Merle's Deere pension (which totaled \$8,050), payable at \$151.92 per month beginning the month after Carole's alimony ended.

Merle has appealed. He argues the district court should not have required him to maintain the health

insurance for Carole in addition to paying the rehabilitative alimony.

Our determination of the appropriateness of an award of alimony, the amount and nature of the payment, is made through use of the factors enumerated in Iowa Code section 598.21 (1987). We agree with the trial court's statement that". . . Petitioner is employable and capable to maintaining herself substantially, although she is entitled to alimony for a period of time in consideration of the long marriage. . . ."

We have long recognized the principle that the spouse with the lesser earning capacity is entitled to be supported, for a reasonable time, in a manner as closely resembling the standards existing during the marriage as possible, to the extent that is possible without destroying the right of the party providing the income to enjoy at least a comparable standard of living as well. In re Marriage of Hayne, 334 N.W.2d 347, 351 (Iowa App. 1983). Our de novo review of the record finds the rehabilitative alimony ordered to be appropriate given the circumstances of this marriage. Further, we find it proper for Merle to be responsible for Carole's health insurance for a period of three years through his employer.

Carole seeks attorney fees on appeal. Attorney fees are not recoverable as a matter of right but are discretionary and depend upon one spouse's financial needs and the other spouse's ability to satisfy them. See In re

Marriage of Orgren, 375 N.W.2d 710, 714 (Iowa App. 1985).

We order Merle to pay \$500 of Carole's attorney fees on appeal.

AFFIRMED.